

**Current Ownership  
Rico-Argentine Mine  
Settling Ponds Area**

Note: This map is for assessment purposes only. It is not necessarily accurate by surveying standards. Do not use for legal conveyance.

December 2010



Reception No. 102828 Col Mine Title 10m deposit Recorder. P. 2103  
Recorded at 7:40 o'clock A M., Dec 19 1995 P. 120.127

### WARRANTY DEED

THIS DEED, Made this 7th day of December, 1995, between  
RICO DEVELOPMENT CORPORATION, A COLORADO  
CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State  
of COLORADO, grantor, and  
RICO PROPERTIES LIMITED LIABILITY COMPANY, A  
COLORADO LIMITED LIABILITY COMPANY  
whose legal address is P.O. BOX 220  
RICO, CO 81332  
of the County of DOLORES and State of COLORADO, grantee:

STATE DOCUMENTARY FEE  
Date Dec 19 1995  
\$ exempt

doc fee = exempt

WITNESSETH, That the grantor for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND  
VALUABLE CONSIDERATIONS DOLLARS, the receipt and sufficiency of which is  
hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm,  
unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the  
County of DOLORES and State of Colorado described as follows:

THAT ATTACHED HERETO AS EXHIBIT WD-RIC-1, AND BY THIS  
REFERENCE, INCORPORATED HEREIN.

AND all

oil, gas and other minerals, and rights thereto, wherever located, owned by Grantor

as known by street and number as:

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion  
and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand what-  
soever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs  
and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain, and agree to and with the grantee, his heirs  
and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has good,  
sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to  
grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other  
grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except  
THOSE OF RECORD.

The grantor shall and will WARRANTY AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession  
of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular  
number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its  
President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above  
written.

Attest:

RICO DEVELOPMENT CORPORATION, A  
COLORADO CORPORATION

By

Wayne E. Webster  
WAYNE E. WEBSTER, PRESIDENT

State of )  
                  ) ss.  
County of )

The foregoing instrument was acknowledged before me this 6th day of December, 1995,  
by WAYNE E. WEBSTER AS PRESIDENT OF RICO DEVELOPMENT CORPORATION.

My commission expires 10-24-99

Witness my hand and official seal



Cindy Holliman  
Notary Public



EXHIBIT WD-RIC-1

*Engineering, Inc.*432 N. Broadway • Cortez, CO 81321  
970-565-4496 • Fax: 970-564-0264

## LEGAL DESCRIPTION

### Portion of Homestake & Little Cora Consolidated Placer M.S. #410

A tract of land which is a portion of the Homestake and Little Cora Consolidated Placer, M.S. #410, in Section 25, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, being more particularly described as follows:

Beginning at a point which is known as Corner #1 of the M.S. #410 in Section 25, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, from which U.S.L.M. #1 bears S.55°43'36"E. a distance of 1013.40 feet:

thence, N.35°29'W. to Corner #2 of M.S. #410, a distance of 572.00 feet;  
thence, N.88°47'W. a distance of 32.50 feet to the C/L of the Dolores River;  
thence, S.08°38'40"W. a distance of 86.34 feet along the C/L of the Dolores River;  
thence, S.41°14'30"W. a distance of 50.81 feet along the C/L of the Dolores River to the  
East R/W of Colorado Highway 145;  
thence, S.23°29'27"E. a distance of 25.29 feet along the East R/W of Colorado  
Highway 145;  
thence, S.15°29'27"E. a distance of 71.40 feet along the East R/W of Colorado  
Highway 145;  
thence, 145.80 feet along the arc of a curve to the right with a radius of 782.24 feet, the  
long chord of which bears S.10°09'03"E. a distance of 145.59 feet along the East  
R/W of Colorado Highway 145;  
thence, S.73°10'E. a distance of 371.80 feet along the South line of M.S. #410 to the  
point of beginning, and containing 1.77 acres, more or less.



The printed portions of this form approved by  
The Colorado Real Estate Commission (TD 72-11-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.  
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

Instrument	Book	Page
200700155957 OR	369	273
200700155957		
12-18-2007 At 01:40 pm.		
DEED OF TR	41.00	
DOC FEES	.00	
OR Book 369 Page 273 -	280	
LARI TA RANDOLPH		
CLERK & RECORDER		

### DEED OF TRUST

(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3rd day of December, 2007, by and between Rico Properties Limited Liability Company, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 924, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Twin City Development, L.L.C., an Arizona limited liability company, whose address is 14400 North 76<sup>th</sup> Place, Scottsdale, Arizona 85260 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

*The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").*

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars (\$900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Mountain Life LLC, Rico Renaissance Limited Liability Company, and Rico High Altitude Investments LLC; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.



6. **Prior Mortgages and Deeds of Deed of Trust; Charges; Liens.** Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor.

If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.



8. **Preservation and Maintenance of Property.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Beneficiary's Security.** Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given. Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Grantor Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to



release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

**13. Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

**14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**15. Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

**16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated, herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

**17. Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

**18. Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the



application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

**19. Grantor's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

**20. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.** As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property; however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

**21. Release.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

**22. Waiver of Exemptions.** Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

**23. Escrow Funds for Taxes and Insurance.** This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to 0 of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus 0 of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.



The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

**24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer"; (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.

(c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.

(d) Notwithstanding any provision herein, the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the



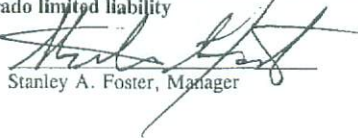
payment of principal.

25. Grantor's Copy. Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

RICO PROPERTIES LIMITED LIABILITY COMPANY,  
a Colorado limited liability

By:

  
Stanley A. Foster, Manager

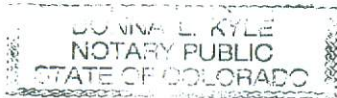
STATE OF COLORADO )

COUNTY OF Montezuma )

SS.

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico Properties Limited Liability Company, as his free and voluntary act.

My commission expires: 9/9/08  
Witness my hand and official seal.



  
Notary Public



**EXHIBIT A**

Instrument 200700155957 OR Book 369 Page 280

**SCHEDULE OF PROPERTIES  
TO  
DEED OF TRUST IN FAVOR OF  
TWIN CITY DEVELOPMENT, L.L.C.**

<u>Property Names</u>	<u>Mineral Survey #</u>	<u>Lots or Claims</u>
PLATTED LOTS (Town of Rico)		
Lot 25-26, Block 24 (100%)		2
MINING CLAIMS		
Catskill (100%)	7062	1
Homestake & Little Cora (Parcel B) (100%)	410	1
Santa Cruz (100%)	6132	1



200700155958  
12-18-2007 At 01:40 pm.  
DEED OF TR 41.00  
DOC FEES .00  
OR Book 369 Page 281 - 288  
LARITA RANDOLPH  
CLERK & RECORDER

The printed portions of this form approved by  
The Colorado Real Estate Commission (TD 72-11-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.  
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

**DEED OF TRUST**  
(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3rd day of December, 2007, by and between Rico Properties Limited Liability Company, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 9224, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Silver Creek Land Company, L.L.C., a Georgia limited liability company, whose address is 400 Colony Square N.E., Suite 525, Atlanta, Georgia 30361 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

*The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").*

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars (\$900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Mountain Life LLC, Rico Renaissance Limited Liability Company, and Rico High Altitude Investments LLC; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.



6. **Prior Mortgages and Deeds of Deed of Trust; Charges; Liens.** Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor.

If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.



8. **Preservation and Maintenance of Property.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Beneficiary's Security.** Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given. Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Grantor Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to



release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

**13. Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

**14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**15. Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpretation or define the provisions hereof.

**16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated, herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

**17. Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

**18. Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the



application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

**19. Grantor's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

**20. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.** As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property; however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

**21. Release.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

**22. Waiver of Exemptions.** Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

**23. Escrow Funds for Taxes and Insurance.** This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to 0 of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus 0 of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

**24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer"; (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.

(c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.

(d) Notwithstanding any provision herein, the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the



payment of principal.

25. Grantor's Copy. Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

RICO PROPERTIES LIMITED LIABILITY COMPANY,  
a Colorado limited liability

By:


  
Stanley A. Foster, Manager

STATE OF COLORADO )  
COUNTY OF Montezuma ) SS.

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico Properties Limited Liability Company, as his free and voluntary act.

My commission expires: 9/9/08  
Witness my hand and official seal.



  
Notary Public

**EXHIBIT A**

**SCHEDULE OF PROPERTIES  
TO  
DEED OF TRUST IN FAVOR OF  
SILVER CREEK LAND COMPANY, L.L.C.**

<u>Property Names</u>	<u>Mineral Survey #</u>	<u>Lots or Claims</u>
PLATTED LOTS (Town of Rico)		
Lot 25-26, Block 24 (100%)		2
MINING CLAIMS		
Catskill (100%)	7062	1
Homestake & Little Cora (Parcel B) (100%)	410	1
Santa Cruz (100%)	6132	1



STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 130  
 DOLORES COUNTY Thru Tax Year 2009 Printed 09/08/2010  
 Assessed Owner: RICO PROPERTIES L.L.C. SCHEDULE NUMBER 504725300054 R  
 P.O. BOX 924 TAX DISTRICT 102  
 DOLORES CO 81323 ROLL PAGE 1243

\* THIS IS VACANT LAND \*

Ordered by: COLORADO LAND TITLE 21000561

\*\*\*\*\* N O T I C E \*\*\*\*\*  
 I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:


TAXING ENTITIES	\$/THOUS	TAX	Acres:	1.77		
SCHOOL DIST RE-2J	18.994	178.49				
DOLORES COUNTY	28.013	258.81			2009 TAX AMT	680.70
TOWN OF RICO	18.744	173.18			INTEREST DUE	34.04
RICO FIRE PROTECTION	4.968	45.90				
S W WATER CONGS	.200	1.85				
DOLORES WATER CONGS	2.757	25.47				
TOTALS	73.676	680.70				

LEGAL DESCRIPTION OF PROPERTY  
 17-5047-253-00-054 FROM: RICO DEVELOPMENT  
 1.77 AC. TR IN HORSESHOE & LITTLE CORA M.S. #410  
 25-40-11 B-93 P-324-327 B-238 P-323 B-266 P-445-458  
 B-272 P-120-122 B-333 P-297(MTR)  
 B-350 P-232(LIS PENS) B-378 P-2(SA) B-382 P-271(REL LIS

TOTAL IS CORRECT ONLY IF PAID BY: 09/30/2010 Total Now Due \$714.74

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office,  
 this 8TH day of SEPTEMBER A.D. 2010

JANIE STASHY  
 DOLORES COUNTY TREASURER

BY:  deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

GENERAL LAND OFFICE

MINERAL CERTIFICATE

No. 17902

No. 317

# THE UNITED STATES OF AMERICA.

To all, to whom these Presents shall come, Greeting:

WHEREAS, In pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there have been deposited in the GENERAL LAND OFFICE of the United States the Plat and Field

Notes of survey and the Certificate, No. \_\_\_\_\_, of the Register of the Land Office at Salt Lake City

in the State of Colorado, accompanied by other evidence, whereby it appears that George E. Foster, W. F. Dinkelle and E. H. Olsen

did, on the first day of December, A. D. 1891, duly enter and pay for that certain PLACER mining claim and premises, designated by the Surveyor General as Lot No. two known as the Blue Lake and Snow Lake consolidated placer mining claim, and embracing a portion of the unreserved public domain.

in the San Juan Mining District, in the County of San Juan and State of Colorado, in the District of Lands subject to sale at Salt Lake City

and bounded, described, and platted as follows, with magnetic variation thirteen degrees and thirty minutes east.

BEGINNING at a corner of the San Juan mine, marked on the side of a large iron pipe, and extending southward, in a line of iron pipe, corner of a survey of 505 acres, which is located on the east side of San Juan north fifty six degrees, forty three minutes and thirty six seconds east, one thousand and thirty three and four tenths feet distant, and a spruce tree fourteen inches in diameter marked at



79  
Cor. 1 Cor. 410 bears north thirty-seven degrees and thirty minutes east one hundred and sixty feet distant.

Thence, first course, north thirty-five degrees and twenty-nine minutes west five hundred and seventy-five feet to corner of D. 2 an aspen post four inches square, marked on one side Cor. 2, and on opposite side Duv. 410, in mound of stone, from which a cross cut on face of Rock in place bears north sixty-four degrees and fourteen minutes east twenty-six and seven tenths feet distant. The north east corner of house of D. 2 bears south forty-four degrees and seven minutes west eighty-one feet distant; the head of ditch of D. 2 bears north fourteen degrees and forty-six minutes east four hundred and eighty-five feet distant, and corner of D. 3 of the old Lilly Lodge claim bears south thirty-five degrees and twenty-nine minutes east forty and three tenths feet distant.

Thence, second course, north eighty-eight degrees and forty-seven minutes west sixty-five feet to corner of D. 3, a spruce post four inches square marked on one side Cor. 3, and on opposite side Duv. 410, in mound of earth.

Thence, third course, north six degrees and thirty minutes east three hundred and twelve feet east bank of D. 2 Doves; four hundred and nine feet west bank of said river; five hundred and sixty-five feet west bank of said river; one thousand and one feet west bank of said river; one thousand three hundred and thirty-four feet west bank of said river; one thousand three hundred and ninety feet east bank of said river; one thousand six hundred and seventy-two feet east bank of said river; two thousand and eighty-four feet west bank of said river; two thousand two hundred and five and six tenths feet to

the degree  
the length  
of 3. 2 au  
ced on  
Nov. 10,  
about  
sixty -  
east from  
the north  
forty-four  
at eighty  
2. 4. 2  
minutes  
west dis-  
tance  
city - mag  
at distance  
1st degree  
2 feet  
square  
the side

corner No. 4, a spruce post four inches square, marked  
on one side Co 4 and on opposite side Ser 410, in  
ground of stones.

thence, fourth course, north fifty-eight de-  
grees and forty-four minutes west four hundred  
and ninety-eight and three tenths feet to cor-  
ner No. 5, a spruce post four inches square marked  
on one side No. 5 and on opposite side No. 410,  
in mound of stones, the same being corner  
No. 1 of the Olney lode claim, from which the head  
of ditch No. 1 bears south eight degrees and twenty  
four minutes east three hundred and forty-  
three feet distant.

Chance, fifth corner, north eighteen degrees  
and twenty minutes east one thousand and  
thirty-one and four tenths feet to corner No. 6,  
an aspen post four inches square, marked on  
one side ex 6 and on opposite side sur 410; in mound  
of stone, from which a chance tree twenty-four  
inches in diameter marked ex 6 sur 410 bears  
north forty-three distant and twenty-five  
minutes west one hundred and fifty feet  
distant.

Thence, fifth course, north seventy-eight  
degrees east, seven hundred and thirty-five  
feet east bank of said river, eight felled  
and eighty-eight and fifty-five; sur-  
rounded by the latter cor. 7, a sapling not four  
inches square marked on one side cor 7 and  
on opposite side cor 10, in mound of stones,  
from which a spruce tree eleven inches in  
diameter marked B. S. Cor 7 cor 10 bears north  
fifty-three degrees and a few minutes  
east one hundred and fifty feet distant.

thence, seven rods, to the two thousand  
four hundred and ninety-four and sixty-  
three hundredth feet to corner of S. & 4th  
post four inches square marked on one side



cor 8 and on opposite side fur 40 yds mound  
of earth, from which the southeast corner of  
said cor 8 bears south fifty-eight degrees  
and thirty-nine minutes east three hundred  
and twenty-five feet distant.

Thence eighth course south twenty degrees  
and thirty minutes east one thousand  
one hundred and eighty-seven and six  
tenths feet to corner cor 9 a space of four  
inches square marked on one side cor 9 and  
on opposite side fur 40 yds mound of stones,  
the same being the northeast corner of the  
said lot 10, from which corner cor 9 of the  
townsite of it bears south fifty degrees and  
forty-eight minutes west seven hundred and  
sixteen and five tenths feet distant.

Thence ninth course south two hundred  
and sixty-one and four tenths feet to corner  
cor 10, a space of four inches square marked  
on one side cor 10 and on opposite side fur 40 yds  
mound of earth.

Thence tenth course south seventy-three  
degrees and ten minutes east one hundred  
and forty-five feet west four hundred  
two hundred and five and six tenths feet  
to corner cor 3 of said survey cor 365 3/4 seven hun  
dred and thirty-three and six tenths feet to cor  
ner cor 1, the place of beginning; said lot cor 4 1/2 con  
taining sixty-three acres and forty-three hundredths  
of an acre of land, more or less.

NOW KNOW YE, That there is therefore hereby GRANTED by the UNITED STATES unto the said

*Wm. Spencer, George C. Foster, W. H. Drunkle and  
C. H. Ellwood*

and to *their heirs* and assigns, the said placer mining premises herein-  
before described,

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of  
whatsoever nature thereunto belonging unto the said grantees above named, and to *their heirs*  
and assigns forever; subject nevertheless to the following conditions and stipulations:

First. That the grant hereby made is, restricted in its exterior limits to the boundaries of the said mining premises, and to any  
veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, which may  
have been discovered within said limits subsequent to and which were not known to exist on the *fourteenth*  
day of *March*, A. D. one thousand eight hundred and *eighty-two*.

Second. That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other  
valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly  
excepted and excluded from these presents.

Third. That the premises hereby conveyed may be entered by the proprietor of any vein or lode of quartz or other rock in  
place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, for the purpose of extracting and removing the ore  
from such vein or lode, should the same, or any part thereof, be found to penetrate, intersect, pass through, or dip into the mining  
ground or premises hereby granted.

Fourth. That the premises hereby conveyed shall be held subject to any vested and accrued water rights for mining, agricultural,  
manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized  
and acknowledged by the local laws, customs, and decisions of courts.

Fifth. That in the absence of necessary legislation by Congress, the Legislature of *Colorado* may  
provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to the  
complete development thereof.

IN TESTIMONY WHEREOF I, *Benjamin Harrison*, PRESIDENT OF THE UNITED  
STATES OF AMERICA, have caused these letters to be made PATENT, and the SEAL OF THE GENERAL LAND OFFICE to be hereto  
affixed.

GIVEN under my hand at the City of Washington the *third* day  
of *May*, in the year of our Lord one thousand eight hundred  
and *eighty-two*, and of the INDEPENDENCE OF THE UNITED STATES  
the one hundred and *thirtieth*.

BY THE PRESIDENT:

*Benjamin Harrison*

By *H. M. Kear*

Secretary.

*D. Tyler*

Recorder of the General Land Office.

*ad interim*

GENERAL LAND OFFICE

No. *14925*

THI

WHEREAS, In pur

legislation supplemental ther-

Notes of survey and the Cert

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PLACER mining claim and p

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in

the County of *San*

of *Colorado*

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BEGINNING at

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*sixth River*

*and*

*andward a*

*part, and*



SPECIAL ADMINISTRATOR'S BARGAIN & SALE DEED

THIS DEED is made by CLIFFORD C. FOSSUM, as Special Administrator of the Estate of Albert C. Stampfel, deceased, Grantor, to CASEY McCLELLAN and RICHARD McCLELLAN, as tenants in common, Grantees, whose legal address is 406 Nor. Market, Cortez, of the County of Montezuma, and State of Colorado.

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated February 8, 1968, which Will was duly admitted to informal probate on January 29, 1979, by the District Court in and for the County of Dolores, State of Colorado, Probate No. 667;

WHEREAS, Grantor was duly appointed Special Administrator of said Estate on November 12, 1987, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantees, their heirs, successors and assigns, for TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, the following described real property situate in the County of Dolores, State of Colorado, to-wit:

All Grantor's interest in the following mining claims:  
M.S. 6985 Pluto, Colorado; M.S. 1563 South Park;  
Independent and M.S. 77601 Big Strike

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, either in law or equity, to the proper use, benefit and behoof of the Grantee, its heirs, and assigns forever. This Deed conforms with CRS 38-30-115, as amended, without covenants of warranty, but passes after acquired title.

As used herein, the singular includes the plural and the plural the singular.

UNDER ORDER OF THE DISTRICT  
COURT DATED OCTOBER 3, 1994

EXECUTED October 4, 1994

*Clifford C. Fossum*  
Special Administrator of the  
Estate of Albert C. Stampfel,  
Deceased.

STATE OF COLORADO )  
                          ) ss  
County of Montezuma )

The foregoing instrument was acknowledged before me this 4th day of October, 1994, by Clifford C. Fossum, Special Administrator of the Estate of Albert C. Stampfel, Deceased.

Witness my hand and official seal.

My commission expires: May 16, 1995

*Margaret G. McFerman*  
Notary Public

Oct 7, 1994  
Exempt



**This Deed**, Made this 10th day of June in the year of our Lord one thousand nine hundred and Seventy-Four BETWEEN EMMA B. LAY

of the County of Montezuma and State of Colorado, of the first part, and  
CLYDE D. LAY, HELEN L. WILDERSON, NORMA L. SWANK and JEAN MAGNESS  
of the County of Dolores and State of Colorado, of the second part,  
Witnesseth, That the said party of the first part, for and in consideration of the sum of  
\*\*Ten and no/100----- DOLLARS,  
to the said party of the first part in hand paid by the said parties of the second part, the  
receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed  
and Quit-Claimed, and by these presents does remise, release, sell, convey, and Quit-Claim unto  
the said parties of the second part, their heirs and assigns forever, all the right, title,  
interest, claim and demand which the said party of the first part has in and to the  
following described situate, lying and being in the County of  
Dolores and State of Colorado, to-wit: Undivided in-  
terest in the following patented mining claims:

1/6th interest in Big Strike, U. S. Survey No. 7601;  
1/4th interest in Chicago, U. S. Survey No. 8353;  
1/6th interest in Denver, U. S. Survey No. 7601;  
1/12th interest in Honduras, U. S. Survey No. 7843;  
1/6th interest in Independent, U. S. Survey No. 7601;  
1/6th interest in Pluto, U. S. Survey No. 6985;  
11/36th interest in South Park, U. S. Survey No. 1563;

And the following unpatented mining claims situate in the County of  
Dolores, State of Colorado, in Pioneer Mining District:

Name	Location Certificate Recorded at:
Jerry No. 1	Book 58, Page 216
Jerry No. 2	Book 58, Page 216
Jerry No. 3	Book 58, Page 217
Wizzard	Book 58, Page 217

STATE DOCUMENTARY FEE

Date 6/12/74

\$ 4.00

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges  
thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest  
and claim whatsoever, of the said party of the first part, either in law or equity, to the only  
proper use, benefit and behoof of the said parties of the second part, their heirs and assigns forever.

In Witness Whereof, The said party of the first part has hereunto set her  
hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Emma B. Lay (Seal)  
(Emma B. Lay) (Seal)  
(Seal)  
(Seal)

Barbara Webb

STATE OF COLORADO,

County of

as. STATUTORY ACKNOWLEDGMENT

acknowledged before me this  
by Emma B. Lay.

The foregoing instrument was  
10 day of June, 1974.

Witness my hand and official seal.  
My commission expires

2-22-77

Barbara Webb

NOTARY PUBLIC

\*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.



Recorded at 1:25 o'clock P.M. June 21, 1983  
Reception No. 119933 Book 212 Page 141/142 Earlene White Recorder. ag

P 141

THIS DEED, Made this 18<sup>th</sup> day of February, 1981.

between Alvene Hurley

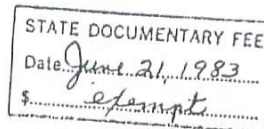
of the County of Dolores and state of  
Colorado, of the first part, and William F. Hurley

whose legal address is P.O. Box 33  
Rico, Colorado, 81332

of the County of Dolores and state of  
Colorado, of the second part.

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of  
TEN AND NO/100----- DOLLARS,  
to the said part Y of the first part in hand paid by the said part Y of the second part, the receipt whereof  
is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these  
pre-acts do remise, release, sell, convey and QUIT CLAIM unto the said part Y of the second part, his heirs,  
successors and assigns, forever, all the right, title, interest, claim and demand which the said part Y of the first part  
has in and to the following described lot or parcel of land situate, lying and being in the County  
of Dolores and State of Colorado, to wit:

See Exhibit "A"



also known as street and number

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto  
belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the  
said part Y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part Y of  
the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand  
and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Alvene Hurley [SEAL]  
[SEAL]  
[SEAL]  
[SEAL]

STATE OF COLORADO, } ss.  
County of DOLORES }

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 1981, by Alvene Hurley.

My commission expires 11-13, 1983. Witness my hand and official seal.

[Signature]  
Notary Public

2142

EXHIBIT "A"

The following mining claims located in the County of Dolores,  
State of Colorado, to-wit:

<u>NAME OF CLAIM</u>	<u>MINERAL SURVEY #</u>	<u>PATENT #</u>
Smuggler	17325A	45690
Horlick	17325A	45690
Almont	17325A	45690
Yule	17325A	45690
Heddle	17325A	45690
Priest	17325A	45690
Lombard	17325A	45690
Mt. Pleasant	20539	1105946
1/6-Big Strike	7601	Book 122, Page 31
1/6-Denver	7601	Book 122, Page 31
1/6-Independent	7601	Book 122, Page 31
1/4-Chicago	8353	Book 122, Page 31
1/12-Honduras	7843	Book 122, Page 31
1/6-Pluto	6985	Book 122, Page 31
11/32-South Park	1563	Book 122, Page 31
Dolores Placer	336	17109
Karkakee	8180	Book 121, Page 63
Lost Boy	8180	Book 121, Page 63
Orphan Boy	8180	Book 121, Page 63
Maquoketa	8180	Book 121, Page 63
Pugilist	8180	Book 121, Page 63
Shenango	8180	Book 121, Page 63
Butler Girl	8180	Book 121, Page 63
Spartan	8180	Book 121, Page 63
Moonshine	7235	Book 60, Page 346
Clinton Wadsworth	7235	Book 60, Page 346
Dora N.	7235	Book 60, Page 346
I.M.P.	7235	Book 60, Page 346
Katie	7235	Book 60, Page 346
Clyde Donaldson	7235	Book 60, Page 346

Rico Property - All in Town of Rico

Lots, W $\frac{1}{2}$  of Lot 22, 23, 24, 25, 26 Block 16 60/239, 35/465, 71/17  
 Lot 20, Block 15 110/107  
 Lots, E $\frac{1}{2}$  of Lots 1&2, Block 5  
 Lot 3, Block 6 71/52  
 E $\frac{1}{2}$  of Lots 23, 24, 25, 26, Block 16  
 Lot 27, Block 16



WARRANTY DEED

THIS DEED, Made this 7th day of FEBRUARY, 1997.

between  
RICO PROPERTIES LIMITED LIABILITY COMPANY  
PO BOX 220

RICO CO 81332  
of the County of Dolores and State of Colorado  
grantor, and

RICO MOUNTAIN LIFE LLC  
PO BOX 220

RICO CO 81332  
whose legal address is

of the County of Dolores and State of Colorado, grantee.  
WITNESSETH, That the grantor, for and in consideration of the sum of

ten DOLLARS, (\$10.00)

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Dolores and State of Colorado, described as follows:

SEE ATTACHED SCHEDULE AA

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Rico Properties Limited Liability Company  
by Stanley A. Foster, MANAGER

STATE OF Colorado  
COUNTY OF San Miguel

This foregoing instrument was acknowledged before me this 7th day of February, 1997, by

Stanley Foster

My commission expires

9-23-2000



Witness my hand and official seal

Janet Marie Hunter  
Notary Public

SC 137489

02/10/1997 09:46A BK 279 PG 16 WD  
REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

137489

Page: 2 of 12

Cor

# LEGAL DESCRIPTION

The following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, according to the plat and other documents of record in the Office of the Clerk and Recorder of Dolores County;

BUT ONLY IF AND TO THE EXTENT OF THE GRANTOR'S LEGAL RIGHT, TITLE AND INTEREST IN AND TO SUCH PROPERTY AS OF THE DATE HEREOF:

Block 1 Lots 17, 18, 19, and 20

Block 2 Lots 9, 10, 11 and 12

Block 4 Lots 39 and 40

Block 9 Lots 19, 20, 21, 22 and 23

Block 11 Part of Lots 2, 3 and 4  
Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,  
21, 22, 23, 24, 25, 26, 27, 28, 29  
Part of Lots 32, 33 and 34

~~Block 12~~

Block 13 Lots 12, 13, 14, 15 and 16

Block 14 Lots 21, 22, 23, 24, 25, 26, 27, 28,  
Lots 36, 37, 38, 39 and 40

Block 15 Lots 33 and 34

Block 25 Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14  
15, 16, 17, 18, 19, 20, 35, 36, 37, 38  
39 and 40

~~Block 26 Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14  
15, 16, 17, 18, 19, 20, 35, 36, 37, 38  
39 and 40~~

Block 30 Lots 3, 4, 5 and 6

~~Block 31~~

~~Block 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100~~

AND

Tracts B, C and D as described in United States Patent for the Townsite of Rico, recorded December 15, 1891 in Book 17 at page 394 in the office of the Clerk and Recorder, EXCEPT all that part of Tract C Conveyed in Book 57 at page 374.

Continued on next page



Continuation of Schedule AA- Legal Description



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Page: 3 of 12

02/10/1997 09:46A BK 279 PG 17 WD

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~~Rico, more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an open tree blazed and marked B.T. Corner No. 1 bears North 88 degrees 30 minutes East 45.6 feet distant; thence South 10 degrees West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51 degrees 30 minutes East 511 feet to Corner No. 3 on the West bank of Dolores River, general course North 10 degrees 20 minutes East, 629.3 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a bolt-headed tree 18" in diameter blazed and marked B.T. Corner No. 4 bears South 82 degrees 45 minutes West 5 feet distant; thence South 51 degrees 30 minutes East 350 feet to Corner No. 5; the point of beginning.~~

AND

ALL OF THE FOLLOWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF HIGHWAY 145:

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10 degrees West 270 feet; thence North 80 degrees West 400 feet; thence North 10 degrees East 270 feet; thence South 80 degrees East 400 feet to place of beginning,

~~on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary. Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows: Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10 degrees East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southwest Corner of Tract deeded to Max Boehmer October 10, 1892; thence North 51 degrees 30 minutes East 511 feet to a point which is also the Southeast Corner Max Boehmer tract; thence North 10 degrees 20 minutes East 629.3 feet to a point which is also Corner No. 32 Amended Survey Rico Townsite; thence North 18 degrees 40 minutes West 178.3 feet to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the South boundary of Winkfield Tract (west of the Dolores River); thence South 80 degrees East 449.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company July 15, 1884; thence South 44 degrees 04 minutes West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 20 degrees 30 minutes East 350 feet to a point which is also the Southwest corner Pasadena Reduction Co. Tract; the point of beginning.~~

Continued on next page



Continuation of Schedule AA- Legal Description

~~Continuation of Schedule AA- Legal Description~~

~~South 10 degrees 10 minutes West 1370 feet to a point on line 29-30 of said survey of the Rico Townsite; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as "Pasadena Mill Property" and "North A.E. Arms Tract"~~

~~AND~~

~~A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80 degrees East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".~~

~~AND~~

~~A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80 degrees 50 minutes East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 10 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 609.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2 degrees 10 minutes West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 1 identical with Corner No. 29 of Rico Townsite; thence North 80 degrees West 166.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East side line of Rico Graveyard; thence North 10 degrees East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0 degrees 20 minutes East 1123.7 feet distant and thence North 10 degrees East 301.53 feet to Corner No. 1, the place of beginning.~~

Continued on next page



Continuation of Schedule A- Legal Description

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 151.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 6 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portions conveyed in Book 253 at page 1.

more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33 degrees 31 minutes 46 seconds East 213.8 feet and Northeast Corner of Tremble Tract is North 81 degrees 11 minutes West 118.4 feet; thence North 52 degrees 52 minutes West 918.7 feet to Northeast Corner (var. 12 degrees 42 minutes East); thence South 88 degrees 8 minutes West 628.6 feet to Northwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 minutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East); thence South 27 degrees 39 minutes East 705.8 feet to Southwest Corner; thence South 81 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Main Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed, EXCEPT all that portion conveyed in Deed recorded in Book 117 at page 151. Also described as R.G.S. North Tract. Tract A is included in this description.

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also described as R.G.S. Tract B.

AND

Continued on next page



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Continuation of Schedule A - Legal Description

~~of land 50 feet wide on the side of center of wye of Rio Grande Southern  
Railroad as constructed and all lands within the limits of said wye as  
constructed and extended through that part of the tract West of a line  
100 feet and parallel to the main track of the Rio Grande Southern~~

AND

The abandoned Rio Grande Southern Railroad Right-of-way extending through the  
Townsite of Rico.

~~HIGHWAY 1  
Pasadena Reduction Company Tract as described in documents recorded in Book 66  
at page 109, Book 57 at page 133, Book 233 at page 342, Book 233 at page 496  
and 497 and in Book 238 at page 339.~~

AND

Little Ada Tract South, as described in documents recorded in Book 66 at page  
113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page  
339.

~~more particularly described as follows: Beginning at point on line 30.2 of  
the 2nd amended Survey of the Town of Rico, thence South 10 degrees West 11.2 feet  
from Corner No. 21; thence South 10 degrees West 240 feet to a point; thence  
South 80 degrees East 717.8 feet to the West line of the Rio Grande Southern  
Railroad right-of-way; thence North 8 degrees 30 minutes East 240.1 feet to a  
point; thence North 80 degrees West 724 feet to the point of beginning.~~

AND

~~A tract of land referred to as "Tremble Tract" located within Townsite of Rico  
more particularly described as follows: Beginning at Southeast Corner of Block  
27 (var. 13 degrees 45 minutes East), whence Northeast corner of same is North  
1 degree 55 minutes West; thence South 37 degrees 50 minutes 27 seconds West  
222.2 feet to the Northeast Corner of tract being conveyed; thence South 4  
degrees 3 minutes East 688 feet to Southeast Corner; thence North 11 degrees  
11 minutes West 253 feet to Southwest Corner; thence North 4 degrees 3 minutes  
West 688 feet to Northwest Corner; whence South 81 degrees 11 minutes East 253  
feet to Northeast Corner.~~

Continued on next page

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02/10/1997 09:46A BK 279 PG 21 WD

REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

## Continuation of Schedule A- Legal Description

~~THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:~~

~~A tract of land referred to as "Winkfield Tract East of Rico" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5 degrees 49 minutes East 866 feet; thence North 22 degrees 17 minutes West 253 feet to Corner No. 2; thence North 21 degrees 17 minutes West 481 feet to Corner No. 3; thence South 22 degrees 17 minutes East 462.1 feet to Corner No. 4; thence South 5 degrees 49 minutes East 200 feet to Corner No. 5; thence South 49 degrees 10 minutes West 451 feet to Corner No. 6; thence South 80 degrees 10 minutes West 652 feet to Corner No. 7; thence North 1 degree 52 minutes West 600 feet to Corner No. 1, beginning all lines East of the~~

AND

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
BED ROCK	28253	8030
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
COLUMBIA MILLSITE	10202	365B
Except all that portion conveyed in Deed recorded in Book 57 at page 327.		
ELLIOTT MILLSITE	9764	1536B
EVENING CALL	29041	8029
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
ISABELLE	12321	2039
<del>XXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
NEW YEAR	15070	1538
TELEGRAPH	7457	780
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
AETNA	21734	6796
<del>XXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SAW TOOTH	21734	6796
UTE	21734	6796

Continued on next page



02/10/1997 09:46A BK 279 PG 22 WD  
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Continuation of Schedule AA- Legal Description

Con

APEX	29042	11583A
CASHIER	37834	15233
WORLDS FAIR	37834	15233
LAST CHANCE	26020	6512

~~Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 4 degrees 48 minutes West, 1784.2 feet; thence North 45 degrees East 300.0 feet to the 1/8 Southeast corner of the Buckeye Lode; thence South 45 degrees East 488.58 feet to the 1/8 Southwest corner of the Buckeye Lode; thence South 45 degrees West 300.00 feet to the Southwest corner of the Buckeye Lode, which corner is common with the 1/8 Southeast corner of the Mac Lode; thence South 45 degrees West 300.0 feet to the 1/8 Southwest corner of the Mac Lode; thence North 45 degrees West 248.5 feet to Corner No. 4 of the Mac Lode; thence North 45 degrees East 300.0 feet to Corner No. 1 of the Mac Lode, the point of beginning.~~

AZTEC MILL SITE	10201	367B
CALEDONIA	28874	10122
BELL	28159	5911
BARNUM	23558	7365
BIG STRIKE	23428	7601
INDEPENDENT	23428	7601
BLACK CLOUD	24538	8098
BRITTLE SILVER	36682	7458

~~Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 4 degrees 48 minutes West, 1784.2 feet; thence North 45 degrees East 300.0 feet to the 1/8 Southeast corner of the Buckeye Lode; thence South 45 degrees East 488.58 feet to the 1/8 Southwest corner of the Buckeye Lode; thence South 45 degrees West 300.00 feet to the Southwest corner of the Buckeye Lode, which corner is common with the 1/8 Southeast corner of the Mac Lode; thence South 45 degrees West 300.0 feet to the 1/8 Southwest corner of the Mac Lode; thence North 45 degrees West 248.5 feet to Corner No. 4 of the Mac Lode; thence North 45 degrees East 300.0 feet to Corner No. 1 of the Mac Lode, the point of beginning.~~

BULLION	23279	7599
HARDSCRABBLE	27326	8070

Continued on next page





## Continuation of Schedule AA- Legal Description

C.V.G.	20386	6725
CASELTON	1179249	20740
C.H.R.	1179249	20740
SLIDE	1179249	20740
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	21923	[REDACTED]
CEREBUS	646888	19665
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
CONFIDENCE	9722	1447
CONNECTING LINK	22442	7310
CONTACT	20780	6895
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
DAYTON	23427	2540
DAYTON NO. 2	33881	11636
DUDE	22064	7049
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
EIGHTY-EIGHT (88)	22232	7348

EXCEPT all that part included in the tract known as  
Warren K. Patrick Tract lying within the Townsite  
of Rico and that part conveyed in Book 253 at page 1.

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
EUREKA	11817	1880
EUREKA	28924	6285
[REDACTED]	[REDACTED]	[REDACTED]
CONTENTION NO. 2	26956	7565
EXCELSIOR	26905	8141
[REDACTED]	[REDACTED]	[REDACTED]
EXCELSIOR	9668	1451A
[REDACTED]	[REDACTED]	[REDACTED]
EXCHEQUER	17909	5132
[REDACTED]	[REDACTED]	[REDACTED]
BOURBON	17909	5132
[REDACTED]	[REDACTED]	[REDACTED]

Continued on next page





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## Continuation of Schedule AA- Legal Description

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
FRACTION	30807	11814
[REDACTED]	[REDACTED]	[REDACTED]
GEN. O. O. HOWARD	16680	2478
[REDACTED]	[REDACTED]	[REDACTED]
GENERAL SHERIDAN	14426	2479
GENERAL SHERMAN	16417	2477
GERTIE	9508	781
GIPSY	14476	2499
GOLDEN AGE	34279	5956
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
E.R.G. (2/3 INTEREST)	22008	7013
H.C.P.	23635	7548
HALF LOAF	28486	8017
[REDACTED]	[REDACTED]	[REDACTED]
LOWLAND CHIEF	28486	8017
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
NANCY HANKS	28486	8017
LITTLE GEORGE	28486	8017
G.L.P.	28486	8017
[REDACTED]	[REDACTED]	[REDACTED]
HARVEY	9129	914
[REDACTED]	[REDACTED]	[REDACTED]
HIAWATHA	28323	6393
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
HONDURAS	24157	7843
HOPE	7929	939
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
IRON ROD	26509	8140
KEARNEY	17744	5133
KITCHEN	28322	5917
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
LAURA	21317	5913
LEAP YEAR	18985	6105
LELIA DAVIS	9765	1256
[REDACTED]	[REDACTED]	[REDACTED]
LITTLE CARRIE	35680	6960
[REDACTED]	[REDACTED]	[REDACTED]
LOOKOUT	10462	1683
LOTA	19252	6154

Continued on next page

*Stanley A. Kent*





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REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

Conti

## Continuation of Schedule AA- Legal Description

LOTTIE	26323	8223
MAID OF AUSTRALIA	14553	1587
MAJOR	6494	384
MAMMOTH	1107369	20500
MARIQUITA	9666	1450
MARY	19532	6205
[REDACTED]	[REDACTED]	[REDACTED]
MC INTIRE	29857	12302
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
MILAN	9665	1449
MILLIE	36498	7988
MOUNTAIN BOY	1062424	20387
[REDACTED]	[REDACTED]	[REDACTED]
MOUNTAIN MONARCH	10013	1454
N.A. COWDREY	20180	6317
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
NEWMAN	14757	436A
NIGHT WATCH	23277	5976
NORA LILLEY	12559	1010
ONTARIO	19246	5923
PAYMASTER	8253	997
PELICAN	6702	363
PERU	9664	1455
[REDACTED]	[REDACTED]	[REDACTED]
PIGEON	7541	665
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
RICHMOND	19395	6338
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
SAM PATCH	25545	8031
[REDACTED]	[REDACTED]	[REDACTED]
SANTA CLARA	7519	664
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
SILVER BELT	27914	8020
[REDACTED]	[REDACTED]	[REDACTED]
SILVER CACHE	11225	1655
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
SILVER GLANCE NO.2	29519	6201

Continued on next page

*Stanley J. Fort*

Continuation of Schedule AA- Legal Description

SMUGGLER 18913 5912

EXCEPT all that portion described as Lots 10 to 24 inclusive, and Lots 26 to 28, inclusive, of Block 18; Lots 11 to 12, inclusive, and Lots 30 to 31, inclusive, of Block 19; Lots 21 to 22, inclusive, and a portion of Lots 28, 31 and 32 of Block 20, Town of Rico.

SNOW FLAKE 19248 6216

SONG BIRD 28294 6392

SOUTH PARK (1/12 INT) 23203 1563

STANLEY NO. 1 (2/3 INT) 19393 6095

STANLEY NO. 2 (5/6 INT) 19393 6095

STAR ROUTE 19104 5970

SYNDICATE 17739 2185A

TIP TOP 9424 1248

DEVIDE 1111727 20568

TRIANGLE 1111575 20347

TRIANGLE 1178833 20739

VESTAL 19531 6252

YANKY BOY 21107 6969

YELLOW JACKET 6703 364

ZONA K. 26370 8228

*Handwritten signature: Shady & Co*



STATE OF COLORADO      CERTIFICATE OF TAXES DUE      Certificate No      133  
 DOLORES COUNTY      Thru Tax Year 2009      Printed 09/10/2010  
 Assessed Owner:  
 MC CLELLAN CASEY & RICHARD (T)      SCHEDULE NUMBER      504725200005 M  
 P.O. BOX 261      TAX DISTRICT      109  
 PLEASANT VIEW CO 81331      ROLL PAGE      902

! THIS IS VACANT LAND !

Ordered by: COLORADO LAND TITLE 21000685

\*\*\*\*\* N O T I C E \*\*\*\*\*  
 I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	3.78
SCHOOL DIST RE-23	18.994	10.41		
DOLORES COUNTY	28.613	15.36	2009 TAX AMT	28.50
RICO FIRE PROTECTION	4.968	2.72	2009 TAX PD	28.60-
S W WATER CONS	.200	.11		
TOTALS	52.175	28.60		

LEGAL DESCRIPTION OF PROPERTY  
 91-5047-232-00-005 FROM: STAMPFEL ESTATE  
 B16 STRIKE 25-40-11 N.S. 7801 16.67% INTEREST  
 INDEPENDENT, DENVER B-266 P-24

TAXES HAVE BEEN PAID IN FULL

Total Now Due

\$5.00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,  
 this 10TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
 DOLORES COUNTY TREASURER

BY:  Deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO  
 DOLORES COUNTY  
 Assessed Owner:  
 HURLEY WILLIAM F.  
 C/O CAROL GENTRY  
 P.O. BOX 312  
 RIFLE CO 81650

CERTIFICATE OF TAXES DUE  
 Thru Tax Year 2009

Certificate No 134  
 Printed 09/10/2010

SCHEDULE NUMBER 504725200003 M  
 TAX DISTRICT 109  
 ROLL PAGE 660

† THIS IS VACANT LAND †

Ordered by: COLORADO LAND TITLE 21000699

===== N O T I C E =====  
 I, the undersigned, County Treasurer in and for said County, do hereby certify  
 that there are no unpaid taxes or unredeemed tax lien sale certificates, except  
 as shown below, as appears of record in this office, on the following  
 described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres	3.78
SCHOOL DIST RE-23	18.994	10.41		
DOLORES COUNTY	28.013	15.36	2009 TAX AMT	28.60
RICO FIRE PROTECTION	4.968	2.72	2009 TAX PD	28.60-
S W WATER CONS	.200	.11		
TOTALS	52.175	28.60		

LEGAL DESCRIPTION OF PROPERTY

91-5047-252-00-003  
 D16 STRIKE 25-40-11 M.S. 7601 16.6% INTEREST  
 INDEPENDENT DENVER  
 D-122 P-31 B-212 P-141,142

TAXES HAVE BEEN PAID IN FULL

Total Now Due

\$ .00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,  
 this 10TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
 DOLORES COUNTY TREASURER

BY: 

This Certificate does not certify as to any taxes which may, or may not, be due  
 on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights,  
 or Special Assessments which may, or may not, be located on the Property  
 described above, unless specifically listed and described. Information  
 regarding special taxing districts and the boundaries of such districts may be  
 on file or deposit with the board of county commissioners, the county clerk and  
 recorder, or the county assessor.



STATE OF COLORADO  
 DOLORES COUNTY  
 Assessed Owner:  
 RICO MOUNTAIN LIFE LLC.  
 P.O. BOX 924  
 DOLORES CO 81323

CERTIFICATE OF TAXES DUE  
 Thru Tax Year 2009

Certificate No 133  
 Printed 09/10/2010

SCHEDULE NUMBER 504725200004 M  
 TAX DISTRICT 109  
 ROLL PAGE 1199

THIS IS VACANT LAND

Ordered by: COLORADO LAND TITLE 21000700

NOTICE  
 I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

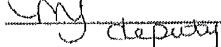
TAXING ENTITIES	\$/THOUS	TAX	Acres:	11.35
SCHOOL DIST RE-23	18.994	31.26		
DOLORES COUNTY	28.013	46.11	2009 TAX AKT	85.88
RICO FIRE PROTECTION	4.968	8.18	INTEREST DUE	4.29
S W WATER CONS	.200	.33		
TOTALS	52.175	65.68		

LEGAL DESCRIPTION OF PROPERTY  
 5047-252-00-004 FROM: RICO PROPERTIES  
 216 STRIKE PAT. #23428 M.S. 7601 50% INTEREST  
 1/2 INT. INDEPENDENT 25-40-11  
 B-193 P-324-327 B-238 P-320 B-266 P-445 B-279 P-15-38  
 B-378 P-5(SA)

TOTAL IS CORRECT ONLY IF PAID BY: 09/30/2010 Total Now Due \$90.17

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office,  
 this 10TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
 DOLORES COUNTY TREASURER

BY:  deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO  
 DOLORES COUNTY  
 Assessed Owner:  
 MAGNESS JEAN ET AL  
 P.O. BOX 176  
 CANONE CO 81320

CERTIFICATE OF TAXES DUE  
 Thru Tax Year 2009

Certificate No 132  
 Printed 09/10/2010

SCHEDULE NUMBER 504725200002 M  
 TAX DISTRICT 109  
 ROLL PAGE 845

† THIS IS VACANT LAND †

Ordered by: COLORADO LAND TITLE 21000686

\*\*\*\*\* N O T I C E \*\*\*\*\*  
 I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	3.78	
SCHOOL DIST RE-2J	18.994	10.41			
DOLORES COUNTY	28.013	15.36		2009 TAX AMT	28.60
RICO FIRE PROTECTION	4.968	2.72		2009 TAX PD	28.60-
S H WATER CONS	.200	.11			
TOTALS	52.175	28.60			

LEGAL DESCRIPTION OF PROPERTY

91-5047-252-00-002  
 B16 STRIKE M.S. 7601 16.66% INTEREST  
 INDEPENDENT DENVER  
 D-193 P-319

TAXES HAVE BEEN PAID IN FULL

Total Now Due

\$ .00

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office,  
 this 10TH day of SEPTEMBER A.D. 2010

JANIE STASNY  
 DOLORES COUNTY TREASURER

BY: 

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.



GENERAL LAND OFFICE

MINERAL CERTIFICATE

No. 23428

No. 1013

# THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

WHEREAS, In pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there have been deposited in the GENERAL LAND OFFICE of the United States the Plat and Field Notes of Survey and the Certificate, No. 1013, of the Register of the Land Office at Durango, in the State of Colorado, accompanied by other evidence, whereby it appears that

*Louis C. Kobermeyer and  
Gerrit H. Meyer*

did, on the *ninth* day of *May* A. D. 1898, duly enter and pay for that certain

mining claim or premises, known as the *Independent Smelter, and  
Big Stone lode mining claims.*

designated by the Surveyor General as Lot No. 7001, embracing a portion of section twenty-five, in township forty north, range eleven west, New Mexico meridian,

in the *Pioneer* Mining District, in the County of *Dooloris* and State of *Colorado*, in the District of Lands subject to sale at *Durango*

and bounded, described, and platted as follows, with magnetic variation *thirteen* degrees and fifty minutes east.

*BEGINNING* for the description of the *Independent lode claim* at corner No. 1, an aspen post four inches in diameter, marked *Sx 7601*, with snow and stones, from which a *tepin* aspen eight inches in diameter marked

hereinbefore  
of all other  
boundary lines  
such veins,  
the vertical  
s, or ledges  
lines of said  
for parts of  
herein to  
and appur-  
tains  
o following  
f any other  
same in its  
he ore from  
for mining,  
such water  
is reserved  
the United  
s, and other  
THE UNITED  
to be here-  
day  
ht hundred  
TED STATES  
Secretary  
Land Office  
in

187601 B. I bears south thirty-two degrees and five minutes east thirty-eight feet distant, corner No. 4 of survey No. 2340, the above local claim, bears south thirty-two degrees and forty minutes east five and one tenth feet distant, corner No. 4 of survey No. 2340, the above local claim, bears north thirty-six degrees and forty five minutes west two hundred and thirty and one half feet distant, corner No. 1 of survey No. 6985, the above local claim, bears south thirty-nine degrees and thirty-eight minutes east nine hundred and three and one eighth feet distant, and the north east corner of section No. 35, in the above quarter north of range three west, and the section median, bears south thirty-six degrees and ten minutes west three thousand eight hundred and one tenth feet distant.

Thence, feet three north thirty-five degrees and fifteen minutes west two hundred and nine and one tenth feet intersect line 3-4 of said survey No. 2340, one thousand four hundred and eight and five and five tenths feet to corner No. 2.

Thence, second line, north forty-nine degrees and forty minutes east one thousand and fifty and five tenths feet to a point from which the entrance of the survey tunnel bears south thirty-six degrees and fifteen minutes east two hundred and fifty feet and the south east distant three hundred and one and two tenths feet to corner No. 3.

Thence, third line, north thirty-five degrees and fifteen minutes east two thousand three hundred and twenty one and one tenth feet intersect line 3-4 of survey No. 2340, amended, the Dayton local claim

one thousand three hundred and five and one tenth feet distant, corner No. 4 of survey No. 2340, the above local claim, bears south thirty-two degrees and forty minutes east five and one tenth feet distant, corner No. 4 of survey No. 2340, the above local claim, bears north thirty-six degrees and forty five minutes west two hundred and thirty and one half feet distant, corner No. 1 of survey No. 6985, the above local claim, bears south thirty-nine degrees and thirty-eight minutes east nine hundred and three and one eighth feet distant, and the north east corner of section No. 35, in the above quarter north of range three west, and the section median, bears south thirty-six degrees and ten minutes west three thousand eight hundred and one tenth feet distant.



one thousand four hundred and eighty-five and five tenths feet to corner No. 1.

Thence, fourth corner, south forty-nine degrees and forty minutes west twenty-four and three tenths feet, intersect line 3-4 of said survey No. 2540, two hundred and forty-seven and nine tenths feet, intersect line 3-4 of said survey No. 939, three hundred and one and two tenths feet to corner No. 1, the place of beginning; the survey of the lode as above described intersecting one thousand four hundred and eighty-five and five tenths feet in length along said Independent vein or lode.

Beginning for the description of the Denver lode claim at corner No. 1, an aspen post four inches in diameter marked 7601, with mound of stones, from which a chance tree twelve inches in diameter marked 7601 B. I. bears south ten degrees and fifteen minutes west eleven feet distant; corner No. 2 of said survey No. 940 bears south twenty-four degrees and forty-eight minutes west two hundred and fifteen feet distant; corner No. 4 of said survey No. 939 bears south eighty-six degrees and fifty-two minutes west two hundred and thirty-three feet distant; corner No. 3 of said survey No. 2540 bears south thirty-six degrees and two minutes east six hundred and eight and six tenths feet distant; corner No. 1 of said Independent lode claim bears south twenty-five degrees and twenty-two minutes west two hundred and ninety-two and seven tenths feet distant; and said section corner bears south thirty degrees and fifty-one minutes west four thousand and ninety-one and four tenths feet distant.

Thence, first corner, north sixty-nine degrees and ten minutes west one thousand five hundred

dead set to corner No. 2.

Thence, second course, north twenty degrees and fifty minutes east one hundred and fifty feet to a point from which the entrance to discovery tunnel bears south sixty-nine degrees and ten minutes east seven hundred and fifty feet distant; three hundred feet to corner No. 3.

Thence, third course, south sixty-nine degrees and ten minutes east one thousand three hundred and eleven and one tenth feet intersect line 3-4 of said survey No. 2540; one thousand five hundred feet to corner No. 4.

Thence, fourth course, south twenty degrees and fifty minutes west one hundred and twenty-one and one tenth feet intersect line 3-4 of said survey No. 2540, three hundred feet to corner No. 1, the place of beginning, the survey of the lode as above described extending one thousand five hundred feet in length along said Denver vein or lode.

Beginning for the description of the Big Strike lode claim at corner No. 1, being also corner No. 1 of said Denver lode claim.

Thence, first course, north sixty-nine degrees and ten minutes west one thousand five hundred feet to corner No. 2, being also corner No. 2 of said Denver lode claim.

Thence, second course, south twenty degrees and fifty minutes west one hundred and ninety-seven feet to corner No. 3, from which the entrance to discovery tunnel bears south seventy-seven degrees and forty-two minutes east one thousand and ten feet distant.

Thence, third course, south sixty-nine degrees and ten minutes east one thousand two hundred and twenty-seven and seven tenths feet intersect line 4-5 of said survey No.

939 at 20 minutes, 1 tenth of five hundred

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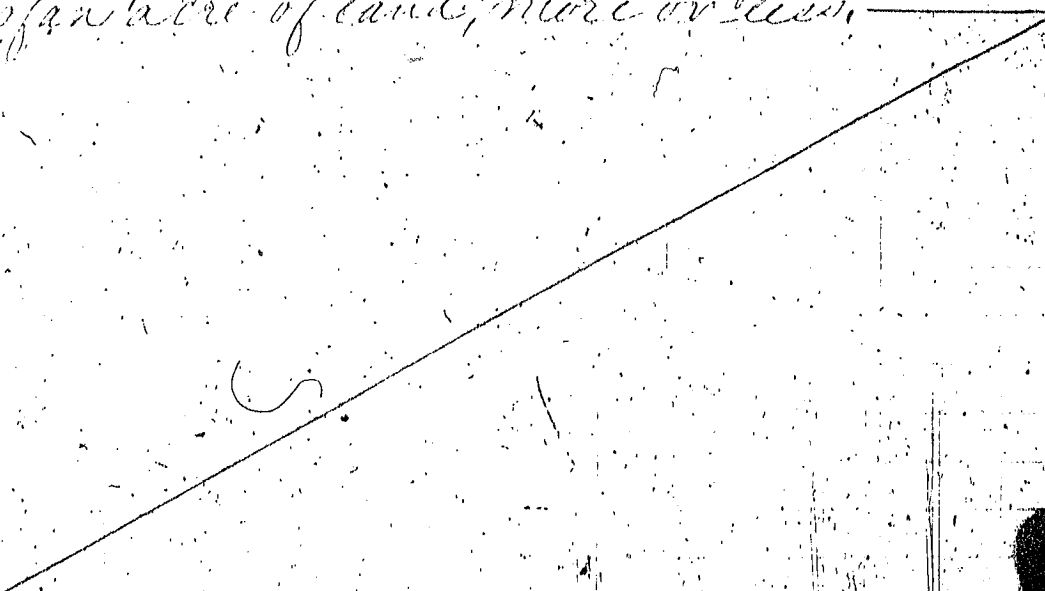
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939 at south twenty-six degrees and three  
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five hundred feet to corner No. 4,

thence, fourth corner, north twenty degrees  
and fifty minutes east twenty seven and  
six tenths feet intersect line 3-4 of each  
survey No. 939 at south forty-nine degrees  
and fifty-one minutes east two hundred  
and twenty-five and six tenths feet from  
corner No. 4, one hundred and ninety-sev  
en feet to corner No. 1, the place of beginning;  
the survey of the lode as above described  
extending one thousand five hundred  
feet in length along said Big Strike  
lode in its entirety, excepting and  
excluding from the premises all that  
portion of the ground, herein before de  
scribed, embraced in said mining  
claims or surveys Nos. 939 and 2540,  
amended, and all veins, lodes and  
ridges throughout their entire depth,  
the tops or apices of which lie inside  
of such excluded ground; the granted  
premises in said lot No. 7601 containing  
twenty-two acres and seventy hundredths  
of an acre of land, more or less.

1268140-5



GENERAL LAND

No. 23

TH

NOW KNOW YE, That there is therefore hereby granted by the UNITED STATES unto the said

*David H. Thompson and Richard H. Meyer*

and to *their heirs* and assigns, the said mining premises hereinbefore described, and not expressly excepted from these presents, and all that portion of the said *mining claim* *Quincy and Big Lake* veins, lodes, and ledges, throughout their entire depth, the tops or apexes of which lie inside of the surface boundary lines of said granted premises in said Lot No. *7601*, extended downward vertically, although such veins, lodes, or ledges in their downward course may so far depart from a perpendicular as to extend outside the vertical side lines of said premises. *Provided*, That the right of possession to such outside parts of said veins, lodes, or ledges shall be confined to such portions thereof as lie between vertical planes drawn downward through the end lines of said Lot No. *7601*, so continued in their own direction that such planes will intersect such exterior parts of said veins, lodes, or ledges: *And provided further*, That nothing herein contained shall authorize the grantee herein to enter upon the *surface* of a claim owned or possessed by another:

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging unto the said grantees above named, and to *their heirs* and assigns forever; subject nevertheless to the above-mentioned and to the following conditions and stipulations:

*First*, That the premises hereby granted, with the exception of the surface, may be entered by the proprietor of any other vein, lode, or ledge, the top or apex of which lies outside of the boundary of said granted premises, should the same in its dip be found to penetrate, intersect, or extend into said premises, for the purpose of extracting and removing the ore from such other vein, lode, or ledge.

*Second*, That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs, and decisions of courts. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

*Third*, That in the absence of necessary legislation by Congress, the Legislature of *Colorado* may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to its complete development.

IN TESTIMONY WHEREOF I, *William McKinley* PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made patent, and the SEAL OF THE GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand at the City of Washington the *second* day

of *January*, in the year of our Lord one thousand eight hundred

and ninety *four*, and of the INDEPENDENCE OF THE UNITED STATES

the one hundred and *fourth*.

BY THE PRESIDENT: *Grove Cleveland*

By *M. M. Keam* Secretary

*L. L. Loman*

Recorder of the General Land Office

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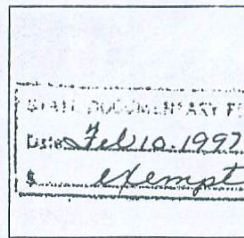
BEGINNING

*at**St. Louis**along**St. Louis*



WARRANTY DEED

THIS DEED. Made this 7th day of FEBRUARY 1997.  
between RICO PROPERTIES LIMITED LIABILITY COMPANY  
PO BOX 220 AICO, CO 81332



of the County of DOLORES and State of COLORADO  
grantor, and  
RICO HIGH ALTITUDE INVESTMENTS LLC  
PO BOX 220  
AICO CO 81332  
whose legal address is

of the County of DOLORES and State of COLORADO grantee:  
WITNESSETH. That the grantor, for and in consideration of the sum of

TEN DOLLARS, (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the and State of Colorado, described as follows:

SEE ATTACHED SCHEDULE AB

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Rico Properties Limited Liability Company  
by Stanley A. Foster, MANAGER

STATE OF Colorado  
COUNTY OF San Miguel

The foregoing instrument was acknowledged before me this 7th day of February 1997, by Stanley Foster

My Commission expires:

9.23.2000

Witness my hand and official seal.

Jill Marie Gunder  
Notary Public





Page: 2 of 12

02/10/1997 10:04A BK 279 PG 28 WD  
REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

Continuation of  
~~Confidential~~

### LEGAL DESCRIPTION

The following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, according to the plat and other documents of record in the Office of the Clerk and Recorder of Dolores County; BUT ONLY IF AND TO THE EXTENT OF THE GRANTOR'S LEGAL, RIGHT, TITLE AND INTEREST IN AND TO SUCH PROPERTY AS OF THE DATE HEREOF:

Block 2 Lots 9, 10, 11 and 12

Block 4 Lots 39 and 40

Block 9 Lots 11, 20, 21, 22 and 23

Block 11 Part of Lots 2, 3 and 4  
Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,  
21, 22, 23, 24, 25, 26, 27, 28, 29  
Part of Lots 32, 33 and 34

Block 12 Lots 23, 24, 25 and 26

Block 13 Lots 12, 13, 14, 15 and 16

Block 14 Lots 21, 22, 23, 24, 25, 26, 27, 28,  
Lots 36, 37, 38, 39 and 40

Block 15 Lots 33 and 34

Block 15 Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14,  
15, 16, 17, 18, 19, 20, 35, 36, 37, 38  
39 and 40

Block 18 Lots 1 and the West 1/2 of Section 6,  
6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,  
17, 18, 19 and 20

Block 18 Lots 3, 4, 5 and 6

Parcel ~~1~~ and 2, original ATLANTIC CABLE SUBDIVISION, according to the plat recorded in the office of the Clerk and Recorder in Book 238 at page 319,

1. ~~Revised B, C and D as described in Chicago letter of December 17, 1951 in BSRN 17 at page 53. In the office of the Chief and Director, FBI, Chicago, Illinois, on December 17, 1951, page~~

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WEST IN AND TO

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico, more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B.T. Corner 31 T.R. bears North 43 degrees 50 minutes East 45.6 feet distant; thence South 10 degrees West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51 degrees 20 minutes East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10 degrees 20 minutes East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82 degrees 45 minutes West 5 feet distant; thence South 51 degrees 20 minutes West 516.7 feet to Corner No. 1, the place of beginning,

ALL OF THE FOLLOWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF HIGHWAY 145:

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 993; thence South 10 degrees West 100 feet; thence North 80 degrees West 400 feet; thence North 10 degrees East 270 feet; thence South 10 degrees East 400 feet to place of beginning,

A tract of land located within Townsite of Rico bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary of Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows: Beginning at a point on the West boundary of Second Amended Survey of Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10 degrees East 265 feet to a point on West line Second Amended Survey of Rico Townsite which is also the Southeast Corner of Tract deeded to Max Boehmer October 10, 1892; thence North 51 degrees 20 minutes East 511 feet to a point which is also the Southeast Corner Max Boehmer Tract; thence North 10 degrees 20 minutes East 629.3 feet to a point which is also Corner No. 3 of Amended Survey Rico Townsite; thence North 18 degrees 40 minutes West 108.3 feet to a point on line 32-3 of Second Amended Survey Rico Townsite which is also on the South boundary of Winkfield Tract (west of the Dolores River); thence South 80 degrees East 122.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1884; thence South 40 degrees 04 minutes West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 24 degrees 30 minutes East 350 feet to a point which is also the Southwest Corner Pasadena Reduction Co. tract; thence

Continued on next page

to the plat  
page 319,

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Continuation of Schedule A-8 Legal Description

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Corner A.E. Arms Tract; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as Pasadena Mill Property, and "North A.E. Arms Tract"

AND

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 244 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Township of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80 degrees 50 minutes East 225 feet distant and Corner No. 21 of Rico Township bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Township bears South 2 degrees 10 minutes West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Township; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Township; thence North 80 degrees West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Township and East Side line of Rico Graveyard; thence North 10 degrees East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0 degrees 36 minutes West 275.02 feet distant; thence North 10 degrees East 301.53 feet to Corner No. 1, the place of beginning.

Continued on next page

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 244 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 244 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 244 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 244 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND



Continuation of Schedule A- Legal Description

137490  
Page: 5 of 12  
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Continuation of Schedule A- Legal Description

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*Stanley A. Fort*

~~A tract of land referred to as Warner K. Patrick tract located within Townsite of Rico more particularly described as follows: Beginning at a point on line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 157.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portions conveyed in Book 33 on page 1.~~

AND

A tract of land referred to as "Rays Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33 degrees 31 minutes 46 seconds East 213.8 feet and Northeast Corner of Tremble Tract is North 81 degrees 11 minutes West 18.4 feet; thence North 1 degrees 52 minutes West 918.7 feet to Northeast Corner (var. 12 degrees 42 minutes East); thence South 88 degrees 8 minutes West 628.6 feet to Northwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 minutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East); thence South 27 degrees 39 minutes East 705.8 feet to Southwest Corner; thence South 81 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

~~A tract of land located within Townsite of Rico bounded as follows: On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Rays Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed. EXCEPT all that portion conveyed in Deed recorded in Book 197 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.~~

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by a tract of land known as Rays Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also

AND

~~A tract of land of land 50 feet of land 50 feet Railroad as constructed and 100 feet West of Railroad as com~~

AND

~~The abandoned Rico Townsite of Rico~~

AND

ALL OF THE FOLLOWING HIGHWAY 145:

Pasadena Reduction at page 109, Book 497 and in

AND

~~Little Ada Tract 133 Book 193 at 339.~~

AND

~~A tract of land more particularly the 2nd amended from Corner No. South 80 degrees Railroad right-of-point; thence~~

AND

~~A tract of land more particularly 17 (var. 13 degrees 1 degree 55 minutes 22.2 feet to the degrees 3 minutes 11 minutes West West 688 feet to feet to Northeast~~

*Stanley A. Fort*



Continuation of Schedule AB - Legal Description

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Page: 5 of 12  
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DOLORES COUNTY ,CO

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~~A tract of land located within Townsite of Rico described as follows: A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.~~

~~AND~~

~~The abandoned Rio Grande Southern Railroad Right-of-way extending through the Townsite of Rico.~~

AND

ALL OF THE FOLLOWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF HIGHWAY 145:

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

~~Little Ada Tract South, as described in documents recorded in Book 66 at page 133, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.~~

~~AND~~

~~A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10 degrees West 1130 feet from Corner No. 31; thence South 10 degrees West 240 feet to a point; thence South 80 degrees East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8 degrees 30 minutes East 740.1 feet to a point; thence North 80 degrees West 724 feet to the place of beginning.~~

~~AND~~

~~A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 27 (var. 13 degrees 45 minutes East), whence Northeast Corner of same is North 1 degree 55 minutes West; thence South 37 degrees 50 minutes 37 seconds West 222.2 feet to the Northeast Corner of tract being conveyed; thence South 4 degrees 3 minutes East 688 feet to Southeast Corner; thence North 81 degrees 11 minutes West 253 feet to Southwest Corner; thence North 4 degrees 3 minutes West 688 feet to Northwest Corner; thence South 81 degrees 11 minutes East 253 feet to Northeast Corner, the place of beginning.~~

Continued on next page

5



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137490

Page: 7 of 12

02/10/1997 10:04A BK 279 PG 33 WD  
REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

AND

~~HIGHWAY 145:~~

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5 degrees 49 minutes East 900 feet; thence North 88 degrees 11 minutes West 253 feet to Corner No. 2; thence North 27 degrees 17 minutes West 481 feet to Corner No. 3; thence South 22 degrees 12 minutes East 462.1 feet to Corner No. 4; thence South 5 degrees East 900 feet to Corner No. 5; thence South 49 degrees 10 minutes West 462 feet to Corner No. 6; thence South 88 degrees East 572 feet to Corner No. 7; thence North 1 degree 52 minutes West 600 feet to Corner No. 1, the place of beginning, and lying East of the Colores River.

*AND*

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
CHESTNUT	6588	435
[REDACTED]	[REDACTED]	[REDACTED]
B. [REDACTED]	27.	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
FRANKLIN	7366	564
GOLDEN FLEECE	14294	2261
HILLSIDE	23559	7994
HILLSIDE NO 2	23559	7994
[REDACTED]	[REDACTED]	[REDACTED]
LUCY	12933	1456
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] H	[REDACTED]	[REDACTED]
W. L. STEPHENS	22919	7017
A. B. G.	20385	6726
[REDACTED]	[REDACTED]	1956
AETNA	21734	[REDACTED]
IMP	21734	6796
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Continued on next page

6

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1

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**SECRET**

 $C-H-C$





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02/10/1997 10:04A BK 279 PG 34 MD  
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Continuation of Schedule A - Legal Description

Continuation of

137490

Page: 7 of 12

S COUNTY ,CO

OF

ted within  
at the  
h 5 degrees  
51 feet to  
corner No. 3;  
thence  
ees 10  
62 feet to  
ner No. 1,

S LOCATED IN  
, DOLORES  
UNITED  
IS FILED IN  
SS COUNTY,

ALTA (75% INTEREST)	19105	6191
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
ASPEN	26020	6512
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
ATLANTIC CABLE	8072	1136

EXCEPT all that part platted into Atlantic Cable Subdivision and the Atlantic Cable Subdivision, Phase II, and a portion of Lots 9, 28, 31 and 32, Block 20, Town of Rico, and that portion conveyed in Book 57 at page 325.

AVALANCHE	10488	1682
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BALD EAGLE	28874	10122
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
LITTLE JOHNNY	28874	10122
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BIG BLUE	23558	7365
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
DENVER	23428	7601
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BLACK CHIEF	10485	1649
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
PEWTER DOLLAR	24538	8098
BLACK GEORGE	14477	2485
BLACK NIGHT	26510	8135
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BUCKEYE & MAC	24156	7894

Described as: Beginning at Corner No. 1 of the Buckeye Lode, which corner is common with Corner No. 1 of the Mac Lode, whence the West Quarter Corner of Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 54 degrees 48 minutes West 1784.2 feet; thence North 45 degrees East 300.0 feet to Corner No. 2 of the Buckeye Lode; thence South 45 degrees East 248.58 feet to the 1/6 Southeast corner of the Buckeye Lode; thence South 45 degrees West 300.00 feet to the Southwest Corner of the Buckeye Lode, which corner is common with the 1/6 Southeast Corner of the Mac Lode; thence South 45 degrees West 300.0 feet to the 1/6 Southwest Corner of the Mac Lode; thence North 45 degrees West 248.58 feet to Corner No. 4 of the Mac Lode; thence North 45 degrees East 300.0 feet to Corner No. 1 of the Mac Lode, the point of beginning.

BUEHLER	1178832	20738
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BURCHARD	27326	8070
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 INTEREST)	9213	1040
C.S.H.H.	19757	6286

Continued on next page

~~ALTA~~  
~~ALTA~~  
~~ALTA~~  
LITTLE JACK  
SLIDE TOP  
TIMBERLINE  
TOM THUMB  
CATALPA (1/2)

X-RAY  
LITTLE CASPER  
GOLIATH  
CLAN CAMPBELL  
COBBLER

CONFIDENCE  
CORNUCOPIA  
CREBEC  
CROSS  
D. AND B. B.

DUDESS  
DURANGO

ELLA D.  
ELLIOTT  
ENTERPRISE  
ETHELENA (24)

EVENING STAR

EXCELSIOR NO.  
EXCELSIOR MIL  
PREMIER  
FALCON

7



Continuation of Schedule A<sup>B</sup> - Legal Description

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
LITTLE JACK HORNER	1179249	20740
SLIDE TOP	1179249	20740
TIMBERLINE	1179249	20740
TOM THUMB	1179249	20740
CATALPA (1/2 INTEREST)	8071	918
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
X-RAY	646888	19665
LITTLE CASPER	646888	19665
GOLIATH	646888	19665
CLAN CAMPBELL	16318	1807
COBBLER	17663	5274
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
CONFIDENCE	20780	6895
CORNUCOPIA	32435	11667
CREBEC	18911	6130
CROSS	7927	940
D. AND B. B.	25142	8539
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
DUDESS	22064	7049
DURANGO	9254	1441
[REDACTED]	[REDACTED]	[REDACTED]

which  
Quarter  
ears North  
t 300.0 feet  
48.58 feet  
grees West  
er is common  
ees West  
h 45 degrees  
egrees East

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
ELLA D.	19106	5659
ELLIOTT	9764	1536A
ENTERPRISE	28422	5916
ETHELENA (245/256 INT)	18765	6136
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
EVENING STAR	26956	7565
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
EXCELSIOR NO. 2	26905	8141
[REDACTED]	[REDACTED]	[REDACTED]
EXCELSIOR MILLSITE	9668	1451B
[REDACTED]	[REDACTED]	[REDACTED]
PREMIER	17909	5132
[REDACTED]	[REDACTED]	[REDACTED]
FALCON	12270	2151

Continued on next page





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02/10/1997 10:04A BK 279 PG 36 WD  
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## Continuation of Schedule A- Legal Description

FLORENCE	9667	1452A
FLORENCE MILLSITE	9667	1452B
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
GEM OF BEAUTY	9663	1164
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
GENERAL LOGAN	16416	2476
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
GRAND VIEW	6761	383
GROUP MILLSITE	29042	11583B
H.B. (2/3 INTEREST)	22008	7013
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HIGHLAND CHIEF	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LITTLE LULU	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SHEHOCTON	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LITTLE GEORGE EXTENSION	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HAL POINTER	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HELEN C.	29929	7977
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HOMESTAKE & LITTLE CORA		
CONSOLIDATED PLACER	14903	410
West of Dolores River		
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
INGERSOLL	11224	413
IRON CAP	14897	1428
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LAST CHANCE	1060874	20388
LAST CHANCE	27745	8622
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LITTLE BERNARD	20177	6406
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LONE TREE	29858	12303
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>

Continued on next page

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Continuation of Schedule A - Legal Description

Continuation of

<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	9000	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
MATCHLESS	21733	6739
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
MELVINA	3551	620
MERRIMAC	8170	926
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
MONARCH	1062424	20387
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
NEW DISCOVERY	10483	1461A
NEW DISCOVERY MILLSITE	10483	1461B
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
PHOENIX	6701	362
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
PITTSBURGH	7928	941
PLUTO	21101	6985
PRINCETON (63/64 INT)	19530	2258
REDEEMER	30264	12304
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
ROBBER STATE	10126	1464
ROGER TICHBORNE	23828	7784
S.M.G.	29831	7986
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HOME	25545	8031
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SELENIDE	36681	7459
SHAMROCK	20389	5832
SILVER AGE	40574	5831
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
ROYAL TURK	27914	8020
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SILVER GLANCE	29519	6201
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>

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SILVER GLANC  
SKEPTICAL NO  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
SNOWFLAKE  
STANLEY NO.  
STAR  
STEPHANITE  
STONY POINT  
SUN UP  
SWANSEA  
THOMPSON  
TRAILS END  
UNCLE NED  
UNDINE  
WABASH  
WEIMAR  
ZULU

*Stanley A. Galt*

*Stanley A. Galt*



Continuation of Schedule A - Legal Description

SILVER GLANCE NO. 4 28485 7976  
SKEPTICAL NO. 1 14292 1900

[REDACTED]

SNOWFLAKE 25700 5909

[REDACTED]

STANLEY NO. 3 (2/3 INT) 19393 6095

[REDACTED]

STAR 19756 6199

STEPHANITE 37553 7980

STONY POINT 16727 1489

SUN UP 18912 5910

SWANSEA 6580 434

THOMPSON 29115 6394

TRAILS END 1111727 20568

UNCLE NED 7747 915

UNDINE 8132 1090

WABASH 7492 617

WEIMAR 20178 6513

ZULU 9723 1457



## 49488 QUIT CLAIM DEED

LOUISE SCHIFFERER, et al

to

ALBERT C. STAMPEL, et al

Filed for record Nov. 12,

1948 at 10:15 A.M.

Irma D. Morris, Recorder

Stamper, Marion Lay, Kenneth M. Ward and Alvino Hurley of the County of Dolores and the State

of Colorado, the following real property, situate in the County of Dolores and State of Colorado

to-wit:

## QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That We Louise Schifferer, formerly Louise Habermann of the County of Montezuma and State of Colorado and Caroline H. Moffitt, formerly Caroline H. Habermann of the County of San Diego and State of California, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sell and quit-claim to Albert C. Stampel, Marion Lay, Kenneth M. Ward and Alvino Hurley of the County of Dolores and the State of Colorado, the following real property, situate in the County of Dolores and State of Colorado

All their right, title and interest in and to the following described Mining Claims situate in Dolores County, State of Colorado, to-wit:

Honduras, Survey No. 7843; Pluto, Survey No. 6965; Big Strike, Survey No. 7601; Denver, Survey No. 7601; Independent, Survey No. 7601; Chicago, Survey No. 8353; and South Park, Survey No. 1863; all in the Pioneer Mining District.

L.R. \$2.75

with all its appurtenances

Signed and delivered this 10th day of November, A. D. 1948.

Louise Schifferer  
formerly Louise Habermann  
Peter P. Schifferer  
Attorney-in-fact for Caroline H.  
Moffitt, formerly Caroline H. Habermann

STATE OF COLORADO, )  
County of Montezuma )

The foregoing instrument was acknowledged before me this 10th day of November, 1948, by Louise Schifferer, formerly Louise Habermann and Caroline H. Moffitt, formerly Caroline H. Habermann by her Attorney-in-fact, Peter P. Schifferer.

Witness my hand and official seal.  
My commission expires July 20th, 1952.

(Notary Seal)

Clark R. Hickman  
Notary Public.

QUIT CLAIM DEED 49486 THIS DEED, Made this 26th day of August in the year of our Lord one thousand nine hundred and Forty Eight BETWEEN ROBERT S. WARD and Ella M. Ward to of the County of Dolores and State of Colorado, of the first part, and Robert B. Wilson et al : ROBERT B. WILSON and/or MARY M. WILSON of the County of Dolores and filed for record 11-13-48: State of Colorado, of the second part, at 9:05 A. M. : Witnesseth, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and Quit-Claimed, and by these presents do remise, release, sell, convey, and Quit-Claim unto the said parties of the second part, their heirs and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described Real Property situate, lying and being in the County of Dolores and State of Colorado, to-wit:

The surface of lots twenty one (21), twenty-two (22) and twenty-three (23) in Block twenty-two (22) Town of Rice, together with all buildings and improvements thereon situate. Mineral rights beneath the surface of these lots and the right to remove said mineral are not included in this transfer.

To Have and To Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second parties heirs and assigns forever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Ella M. Ward

Robert S. Ward

## STATUTORY ACKNOWLEDGMENT

STATE OF COLORADO)  
SS.  
County of Dolores)

The foregoing instrument was acknowledged before me this 26th day of August 1948, by

Witness my hand and official seal.  
My commission expires  
My Commission expires May 19, 1950  
(NOTARY SEAL)

Frank J. Koenig  
NOTARY PUBLIC

## QUIT CLAIM DEED 49497

Robert R. Wilson et al

to

Roberta Wilson Grumberg

Filed for record 11-13-48

at 9:15 A. M.

Irma D. Morris, Recorder

THIS DEED, Made this Tenth day of November in the year of our Lord one thousand nine hundred and Forty-eight between Robert R. Wilson and Mary M. Wilson of the County of Dolores and State of Colorado, of the first part, and Roberta Wilson Grumberg of the County of Dolores and State of Colorado, of the second part, Witnesseth, That the said parties of the first part, for and in consideration of the sum of One dollar, love and affection, DOLLARS, to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and Quit-Claimed, and by these presents do remise, release, sell, convey and Quit-Claim unto the said party of the second part, her heirs and assigns, forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described Real and Personal Property situate, lying and being in the County of Dolores and State of Colorado, to-wit:

**This Deed**, Made this 10th day of June in the year of our Lord one thousand nine hundred and Seventy-Four BETWEEN EMMA B. LAY

of the County of Montezuma and State of Colorado, of the first part, and CLYDE D. LAY, HELEN L. WILDERSON, NORMA L. SWANK and JEAN MAGNESS of the County of Dolores and State of Colorado, of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of \*\*Ten and no/100----- DOLLARS, to the said part y of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, ha s remised, released, sold, conveyed and Quit-Claimed, and by these presents do es remise, release, sell, convey, and Quit-Claim unto the said part ies of the second part, their heirs and assigns forever, all the right, title, interest, claim and demand which the said part y of the first part ha s in and to the following described situate, lying and being in the County of Dolores and State of Colorado, to-wit: Undivided interest in the following patented mining claims:

1/6th interest in Big Strike, U. S. Survey No. 7601;  
1/4th interest in Chicago, U. S. Survey No. 8353;  
1/6th interest in Denver, U. S. Survey No. 7601;  
1/12th interest in Honduras, U. S. Survey No. 7843;  
1/6th interest in Independent, U. S. Survey No. 7601;  
1/6th interest in Pluto, U. S. Survey No. 6985;  
11/36th interest in South Park, U. S. Survey No. 1563;

And the following unpatented mining claims situate in the County of Dolores , State of Colorado, in Pioneer Mining District:

Name	Location Certificate Recorded at:
Jerry No. 1	Book 58, Page 216
Jerry No. 2	Book 58, Page 216
Jerry No. 3	Book 58, Page 217
Wizzard	Book 58, Page 217

STATE DOCUMENTARY FEE

Date 6/12/74

\$ 4.00

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part ies of the second part thei heirs and assigns forever.

In Witness Whereof, The said part y of the first part ha s hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Emma B. Lay (Seal)  
(Emma B. Lay) (Seal)  
(Seal)  
(Seal)

Barbara Webb

STATE OF COLORADO,

County of

as. STATUTORY ACKNOWLEDGMENT

acknowledged before me this  
by Emma B. Lay.

The foregoing instrument was  
10 day of June, 19 74.

Witness my hand and official seal.  
My commission expires

2-22-77

Barbara Webb

NOTARY PUBLIC

\*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.



Recorded at 1:25 o'clock P.M. June 21, 1983  
Reception No. 119933 Book 212 Page 141/142 Earlene White Recorder. ag

P 141

THIS DEED, Made this 18<sup>th</sup> day of February, 1981.

between Alvene Hurley

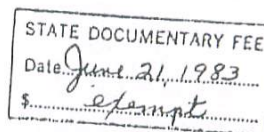
of the County of Dolores and state of  
Colorado, of the first part, and William F. Hurley

whose legal address is P.O. Box 33  
Rico, Colorado, 81332

of the County of Dolores and state of  
Colorado, of the second part.

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of  
TEN AND NO/100----- DOLLARS,  
to the said part Y of the first part in hand paid by the said part Y of the second part, the receipt whereof  
is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these  
present do remise, release, sell, convey and QUIT CLAIM unto the said part Y of the second part, his heirs,  
successors and assigns, forever, all the right, title, interest, claim and demand which the said part Y of the first part  
has in and to the following described lot or parcel of land situate, lying and being in the County  
of Dolores and State of Colorado, to wit:

See Exhibit "A"



also known as street and number

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto  
belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the  
said part Y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part Y of  
the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand  
and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Alvene Hurley [SEAL]  
[SEAL]  
[SEAL]  
[SEAL]

STATE OF COLORADO, } ss.  
County of DOLORES }

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 1981, by Alvene Hurley.

My commission expires 11-13, 1983. Witness my hand and official seal.

Notary Public seal and signature.

2142

EXHIBIT "A"

The following mining claims located in the County of Dolores,  
State of Colorado, to-wit:

<u>NAME OF CLAIM</u>	<u>MINERAL SURVEY #</u>	<u>PATENT #</u>
Smuggler	17325A	45690
Horlick	17325A	45690
Almont	17325A	45690
Yule	17325A	45690
Heddle	17325A	45690
Priest	17325A	45690
Lombard	17325A	45690
Mt. Pleasant	20539	1105946
1/6-Big Strike	7601	Book 122, Page 31
1/6-Denver	7601	Book 122, Page 31
1/6-Independent	7601	Book 122, Page 31
1/4-Chicago	8353	Book 122, Page 31
1/12-Honduras	7843	Book 122, Page 31
1/6-Pluto	6985	Book 122, Page 31
11/32-South Park	1563	Book 122, Page 31
Dolores Placer	336	17109
Karkakee	8180	Book 121, Page 63
Lost Boy	8180	Book 121, Page 63
Orphan Boy	8180	Book 121, Page 63
Maquoketa	8180	Book 121, Page 63
Pugilist	8180	Book 121, Page 63
Shenango	8180	Book 121, Page 63
Butler Girl	8180	Book 121, Page 63
Spartan	8180	Book 121, Page 63
Moonshine	7235	Book 60, Page 346
Clinton Wadsworth	7235	Book 60, Page 346
Dora N.	7235	Book 60, Page 346
I.M.P.	7235	Book 60, Page 346
Katie	7235	Book 60, Page 346
Clyde Donaldson	7235	Book 60, Page 346

Rico Property - All in Town of Rico

Lots, W $\frac{1}{2}$  of Lot 22, 23, 24, 25, 26 Block 16 60/239, 35/465, 71/17  
 Lot 20, Block 15 110/107  
 Lots, E $\frac{1}{2}$  of Lots 1&2, Block 5  
 Lot 3, Block 6 71/52  
 E $\frac{1}{2}$  of Lots 23, 24, 25, 26, Block 16  
 Lot 27, Block 16



STATE OF COLORADO  
 DOLORES COUNTY  
 Assessed Owner:  
 HURLEY WILLIAM F.  
 C/O CAROL GENTRY  
 P.O. BOX 312  
 RIFLE CO 81650

CERTIFICATE OF TAXES DUE  
 Thru Tax Year 2009

Certificate No 134  
 Printed 09/10/2010

SCHEDULE NUMBER 504725200003 M  
 TAX DISTRICT 109  
 ROLL PAGE 660

† THIS IS VACANT LAND †

Ordered by: COLORADO LAND TITLE 21000699

===== N O T I C E =====  
 I, the undersigned, County Treasurer in and for said County, do hereby certify  
 that there are no unpaid taxes or unredeemed tax lien sale certificates, except  
 as shown below, as appears of record in this office, on the following  
 described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres	3.78
SCHOOL DIST RE-23	18.994	10.41		
DOLORES COUNTY	28.013	15.36	2009 TAX AMT	28.60
RICO FIRE PROTECTION	4.968	2.72	2009 TAX PD	28.60-
S W WATER CONS	.200	.11		
TOTALS	52.175	28.60		

LEGAL DESCRIPTION OF PROPERTY

91-5047-252-00-003  
 D16 STRIKE 25-40-11 M.S. 7601 16.6% INTEREST  
 INDEPENDENT DENVER  
 D-122 P-31 B-212 P-141,142

TAXES HAVE BEEN PAID IN FULL

Total Now Due

\$ .00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,  
 this 10TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
 DOLORES COUNTY TREASURER

BY: 

This Certificate does not certify as to any taxes which may, or may not, be due  
 on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights,  
 or Special Assessments which may, or may not, be located on the Property  
 described above, unless specifically listed and described. Information  
 regarding special taxing districts and the boundaries of such districts may be  
 on file or deposit with the board of county commissioners, the county clerk and  
 recorder, or the county assessor.

STATE OF COLORADO  
 DOLORES COUNTY  
 Assessed Owner:  
 MAGNESS JEAN ET AL  
 P.O. BOX 176  
 CANONE CO 81320

CERTIFICATE OF TAXES DUE  
 Thru Tax Year 2009

Certificate No 132  
 Printed 09/10/2010

SCHEDULE NUMBER 504725200002 M  
 TAX DISTRICT 109  
 ROLL PAGE 845

\* THIS IS VACANT LAND \*

Ordered by: COLORADO LAND TITLE 21000686

\*\*\*\*\* N O T I C E \*\*\*\*\*  
 I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	3.78	
SCHOOL DIST RE-2J	18.994	10.41			
DOLORES COUNTY	28.013	15.36		2009 TAX AMT	28.60
RICO FIRE PROTECTION	4.968	2.72		2009 TAX PD	28.60-
S H WATER CONS	.200	.11			
TOTALS	52.175	28.60			

LEGAL DESCRIPTION OF PROPERTY

91-5047-252-00-002  
 B16 STRIKE M.S. 7601 16.66% INTEREST  
 INDEPENDENT DENVER  
 D-193 P-319

TAXES HAVE BEEN PAID IN FULL

Total Now Due

\$ .00

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office,  
 this 10TH day of SEPTEMBER A.D. 2010

JANIE STASNY  
 DOLORES COUNTY TREASURER

BY: 

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.



STATE OF COLORADO      CERTIFICATE OF TAXES DUE      Certificate No      136  
 DOLORES COUNTY      Thru Tax Year 2009      Printed 09/10/2010  
 Assessed Owner:  
 RICO HIGH ALTITUDE INVESTMENT      SCHEDULE NUMBER      504725200016 M  
 P.O. BOX 924      TAX DISTRICT      109  
 DOLORES CO 81323      ROLL PAGE      1161

‡ THIS IS VACANT LAND ‡

Ordered by: COLORADO LAND TITLE 21000698

===== N O T I C E =====  
 I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	3.78	
SCHOOL DIST RE-23	18.994	10.41			
DOLORES COUNTY	28.013	15.36		2009 TAX AMT.	28.60
RICO FIRE PROTECTION	4.960	2.72		2009 TAX PD	28.60-
B W WATER CONS	.200	.11			
TOTALS	52.175	28.60			

LEGAL DESCRIPTION OF PROPERTY

91-5047-252-00-016	FROM: RICO PROPERTIES
DENVER	M.S. 7601 50% INTEREST
PAT. #23428	25-40-11
N-193 P-324-327	B-238 P-321 B-264 P-448
B-279 P-15-26,27-38	B-378 P-3 (SA)

TAXES HAVE BEEN PAID IN FULL

Total Now Due

\$0.00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,  
 this 10TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
 DOLORES COUNTY TREASURER

BY: 

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO      CERTIFICATE OF TAXES DUE      Certificate No      171  
 DOLORES COUNTY      Thru Tax Year 2009      Printed 10/21/2010  
 Assessed Owner:  
 STAMPFUL ALBERT      SCHEDULE NUMBER      504725200017 N  
 C/O CAROL GENTRY      TAX DISTRICT      109  
 P.O. BOX 312  
 RIFLE CO 81650

\* THIS IS VACANT LAND \*

Ordered by: COLORADO LAND TITLE

===== N O T I C E =====  
 I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX
SCHOOL DIST RE-2J	18.994	
DOLORES COUNTY	28.013	
RICD FIRE PROTECTION	4.968	
S W WATER CONS	.200	
TOTALS	52.175	

LEGAL DESCRIPTION OF PROPERTY  
 16.67% INT IN DENVER      M.S. #7601 122/31 (T.D.)

ZERO TAX ON CURRENT ROLL

Total Now Due      \$.00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office.  
 this 21ST day of      OCTOBER      A.D. 2010

JANIE STIASNY  
 DOLORES COUNTY TREASURER

BY: \_\_\_\_\_

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.



GENERAL LAND OFFICE

MINERAL CERTIFICATE

No. 23428

No. 1013

# THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

WHEREAS, In pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there have been deposited in the GENERAL LAND OFFICE of the United States the Plat and Field Notes of Survey and the Certificate, No. 1013, of the Register of the Land Office at Durango, in the State of Colorado, accompanied by other evidence, whereby it appears that

*Louis C. Kobermeyer and  
Gerrit H. Meyer*

did, on the *ninth* day of *May* A. D. 1898, duly enter and pay for that certain mining claim or premises, known as the *Independent Smelter, and Big Stone lode mining claims*, designated by the Surveyor General as Lot No. 7001, embracing a portion of section twenty-five, in township forty north, range eleven west, New Mexico meridian,

in the *Pioneer* Mining District, in the County of *Dooloris* and State of *Colorado*, in the District of Lands subject to sale at *Durango*

and bounded, described, and platted as follows, with magnetic variation *thirteen* degrees and *fifty* minutes *east*.  
BEGINNING for the description of the *Independent lode claim* at corner No. 1, an aspen post four inches in diameter, marked *Sx7601*, with *snovv* and *stones*, from which a *tepin* aspen eight inches in diameter marked

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lines of said  
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187601 B. I bears south thirty-two degrees and five minutes east thirty-eight feet distant, corner No. 4 of survey No. 2340, the above local claim, bears south thirty-two degrees and forty minutes east five and one tenth feet distant, corner No. 4 of survey No. 2340, the above local claim, bears north thirty-six degrees and forty five minutes west two hundred and thirty and one hundred and thirty feet distant, corner No. 1 of survey No. 2340, the above local claim, bears south thirty-nine degrees and thirty-eight minutes east nine hundred and three and one eighth feet distant, and the north east corner of section No. 36, in the 18th Twp. north of range 10 west of 1st M. E. Meridian, bears south thirty-six degrees and ten minutes west three thousand eight hundred and one tenth feet distant.

Thence, first corner north thirty-five degrees and fifteen minutes west two hundred and nine and one tenth feet intersect line 3-4 of said survey No. 2340, one thousand four hundred and eight and five and five tenths feet to corner No. 2.

Thence, second corner north forty-nine degrees and forty minutes east one thousand and fifty and five tenths feet to a point from which the entrance of the survey tunnel bears south thirty-six degrees and twenty minutes east two hundred and fifty feet and one tenth feet distant, three hundred and one and two tenths feet to corner No. 3.

Thence, third corner north thirty-five degrees and fifteen minutes east two thousand three hundred and twenty one and one tenth feet intersect line 3-4 of survey No. 2340, amended, the Dayton local claim

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187601 B



one thousand four hundred and eighty-five and five tenths feet to corner No. 1.

Thence, fourth corner, south forty-nine degrees and forty minutes west twenty-four and three tenths feet, intersect line 3-4 of said survey No. 2540, two hundred and forty-seven and nine tenths feet, intersect line 3-4 of said survey No. 939, three hundred and one and two tenths feet to corner No. 1, the place of beginning; the survey of the lode as above described, containing one thousand four hundred and eighty-five and five tenths feet in length along said Independent vein or lode.

Beginning for the description of the Denver lode claim at corner No. 1, an aspen post four inches in diameter marked 7601, with mound of stones, from which a chance tree twelve inches in diameter marked 7601 B. I. bears south ten degrees and fifteen minutes west eleven feet distant; corner No. 2 of said survey No. 940 bears south twenty-four degrees and forty-eight minutes west two hundred and fifteen feet distant; corner No. 3 of said survey No. 939 bears south eighty-six degrees and fifty-two minutes west two hundred and thirty-three feet distant; corner No. 3 of said survey No. 2540 bears south thirty-six degrees and two minutes east six hundred and eight and six tenths feet distant; corner No. 4 of said Independent lode claim bears south twenty-five degrees and twenty-two minutes west two hundred and ninety-two and seven tenths feet distant; and said section of vein bears south thirty degrees and fifty-one minutes west four thousand and ninety-one and four tenths feet distant.

Thence, first corner, north sixty-nine degrees and ten minutes west one thousand five hundred

dead set to corner No. 2.

Thence, second course, north twenty degrees and fifty minutes east one hundred and fifty feet to a point from which the entrance to discovery tunnel bears south sixty-nine degrees and ten minutes east seven hundred and fifty feet distant; three hundred feet to corner No. 3.

Thence, third course, south sixty-nine degrees and ten minutes east one thousand three hundred and eleven and one tenth feet intersect line 3-4 of said survey No. 2540; one thousand five hundred feet to corner No. 4.

Thence, fourth course, south twenty degrees and fifty minutes west one hundred and twenty-one and one tenth feet intersect line 3-4 of said survey No. 2540, three hundred feet to corner No. 1, the place of beginning, the survey of the lode as above described extending one thousand five hundred feet in length along said Denver vein or lode.

Beginning for the description of the Big Strike lode claim at corner No. 1, being also corner No. 1 of said Denver lode claim.

Thence, first course, north sixty-nine degrees and ten minutes west one thousand five hundred feet to corner No. 2, being also corner No. 2 of said Denver lode claim.

Thence, second course, south twenty degrees and fifty minutes west one hundred and ninety-seven feet to corner No. 3, from which the entrance to discovery tunnel bears south seventy-seven degrees and forty-two minutes east one thousand and ten feet distant.

Thence, third course, south sixty-nine degrees and ten minutes east one thousand two hundred and twenty-seven and seven tenths feet intersect line 4-5 of said survey No.

239 at 20 minutes, 1 tenth of five hundred

Thence, second fifty six tenths survey

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in feet the survey extends

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described claims

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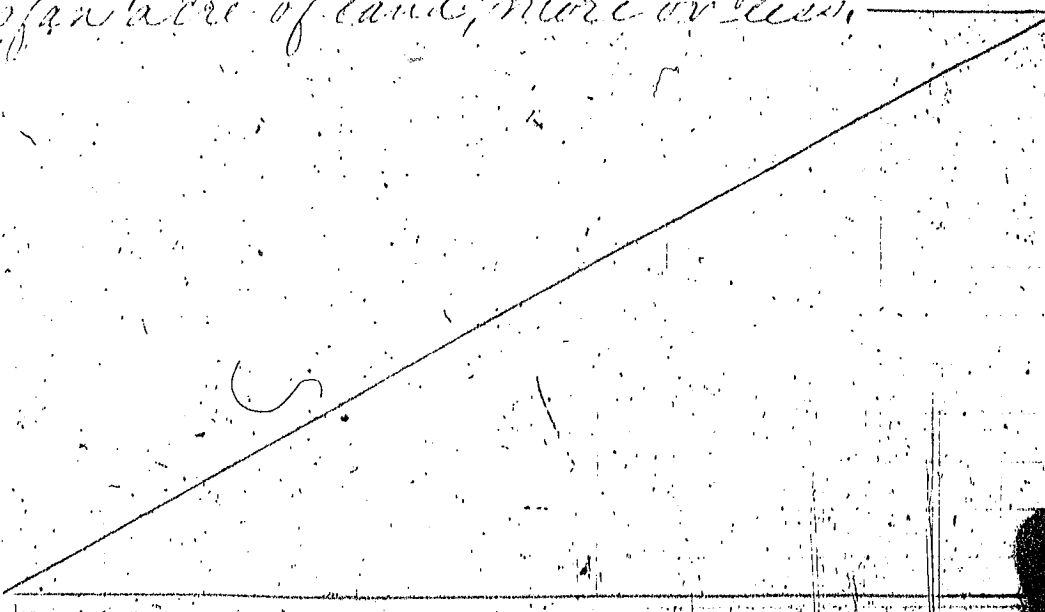
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939 at south twenty-six degrees and three  
minutes west one hundred and two and nine  
tenths feet from corner No. 4, one thousand  
five hundred feet to corner No. 4,

thence, fourth corner, north twenty degrees  
and fifty minutes east twenty seven and  
six tenths feet intersect line 3-4 of each  
survey No. 939 at south forty-nine degrees  
and fifty-one minutes east two hundred  
and twenty-five and six tenths feet from  
corner No. 4, one hundred and ninety-sev  
en feet to corner No. 1, the place of beginning;  
the survey of the lode as above described  
extending one thousand five hundred  
feet in length along said Big Strike  
lode in its course, excepting and  
excluding from the premises all that  
portion of the ground, hereinafter de  
scribed, embraced in said mining  
claims or surveys Nos. 939 and 2540,  
amended, and all veins, lodes and  
adjo throughout their entire depth,  
the tops or apices of which lie inside  
of such excluded ground; the granted  
premises in said lot No. 7601 containing  
twenty-two acres and seventy hundredths  
of an acre of land, more or less.

1268140-5



GENERAL LAND

No. 23

TH

NOW KNOW YE, That there is therefore hereby granted by the UNITED STATES unto the said

*David H. Thompson* and *Richard H. Meyer*

and to *their heirs* and assigns, the said mining premises hereinbefore described, and not expressly excepted from these presents, and all that portion of the said *mining claim* *Quincy and Big Lake* veins, lodes, and ledges, throughout their entire depth, the tops or apexes of which lie inside of the surface boundary lines of said granted premises in said Lot No. *7601*, extended downward vertically, although such veins, lodes, or ledges in their downward course may so far depart from a perpendicular as to extend outside the vertical side lines of said premises. *Provided*, That the right of possession to such outside parts of said veins, lodes, or ledges shall be confined to such portions thereof as lie between vertical planes drawn downward through the end lines of said Lot No. *7601*, so continued in their own direction that such planes will intersect such exterior parts of said veins, lodes, or ledges: *And provided further*, That nothing herein contained shall authorize the grantee herein to enter upon the *surface* of a claim owned or possessed by another:

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging unto the said grantees above named, and to *their heirs* and assigns forever; subject nevertheless to the above-mentioned and to the following conditions and stipulations:

*First*, That the premises hereby granted, with the exception of the surface, may be entered by the proprietor of any other vein, lode, or ledge, the top or apex of which lies outside of the boundary of said granted premises, should the same in its dip be found to penetrate, intersect, or extend into said premises, for the purpose of extracting and removing the ore from such other vein, lode, or ledge.

*Second*, That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs, and decisions of courts. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

*Third*, That in the absence of necessary legislation by Congress, the Legislature of *Colorado* may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to its complete development.

IN TESTIMONY WHEREOF I, *William McKinley*, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made patent, and the SEAL OF THE GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand at the City of Washington the *second* day

of *January*, in the year of our Lord one thousand eight hundred

and ninety *four*, and of the INDEPENDENCE OF THE UNITED STATES

the one hundred and *fourth*.

BY THE PRESIDENT: *Grove Cleveland*

By *M. M. Keam* Secretary

*L. L. Loman*

Recorder of the General Land Office

WHEREAS,

two, and legislation:

the Plat and Field

at *Idaho*

by other evidence,

*Idaho*did, on the *fourth*

mining claim or pi

*and*

designated by the

*respective**shapes**Boundaries*the County of *Idaho*of *Idaho**Idaho*

BEGINNING AT

*at**in**along**Public*

*Grants of 1892-6*

*2-0713761*

*L. S.*



30551

## DECREE OF HEIRSHIP

In the Matter of the Estate of  
Mabel G. Hodges, Deceased.

STATE OF COLORADO, ) IN THE COUNTY COURT.  
 ) ss. No. 35920.  
City and County of Denver.)

In the Matter of the )  
 ) DECREE OF HEIRSHIP  
Estate of Mabel G. )  
Hodges, Deceased. )

STATE OF COLORADO, )  
COUNTY OF DOLORES ) ss.

I hereby certify that this instrument was filed for  
Record at 2:32 o'clock P.M. Nov. 24th

1924 in my office, and duly recorded in Book 54

Page 282.

*F. A. Hargrave*  
RECORDER

Now on this day comes William V. Hodges and there-  
upon the matter of the ascertainment and determination of  
the heirs of the said deceased coming regularly to be  
heard upon the affidavit of intestacy of William V. Hodges  
pursuant to the order of Court heretofore entered herein.  
and appearing to the Court from the records and files  
herein that notices have been regularly issued and served  
upon the claimants as heirs at law, said to reside in the  
State of Colorado, mentioned in said affidavit of intestacy  
(except those issued to Joseph G. Hodges and William  
V. Hodges, Jr., who cannot be found), as evidenced by the  
returns thereon; and it further appearing that said notice  
has been regularly published according to law, as  
evidenced by the affidavit of the publisher of The Daily  
Journal filed herein.

And thereupon, the Court having received, and having considered said affidavit of intestacy, and being sufficiently advised in the premises, doth

FIND, ASCERTAIN AND DETERMINE that said deceased died on or about the 3rd. day of March, A.D. 1925, while a resident of the State of Colorado, City and County of Denver, leaving intestate lands, tenements or hereditaments; that due and sufficient notice hereof has been had according to law; that the sole and only heirs at law of said Mabel G. Hodges, deceased, and their interests in said estate, are as follows, to-wit:

William V. Hodges,	Husband,	One-half ( $\frac{1}{2}$ ) interest.
Joseph G. Hodges, (Minor)	Son,	One-fourth ( $\frac{1}{4}$ ) interest.
William V. Hodges, Jr. Minor,	Son,	One-fourth ( $\frac{1}{4}$ ) interest.

Whereupon, it is

ORDERED, ADJUDGED AND DECREED, By the Court that the said heirs at law are seized and possessed of all the right, title and interest which the said deceased enjoyed during her lifetime in and to any and all lands, tenements, hereditaments or other property of which the said deceased died seized and possessed.

Lot 27 and north half of lot 28, Block 21, East Denver; ) City and County of Denver,  
Lots 6, 7 and 8, Block 78, Porter's Addition; )  
Und.  $\frac{1}{2}$  Lots 42 to 46, inc., Block 4, Grants Subdivision; ) State of Colorado.

1/6 int. in Maggie Lode, recorded in Book Q. p. 510, Lake County, Colorado.

1/6 int. in C.H.C. Lode, Survey 1040; 1/6 int. in Limestone Lode, Survey 6131;

11/286 int. in Ethelena Lode, Survey 6136; 1/64 int. in Princeton Lode, Survey 2288;  
1/3 int. in H.B. Lode, Survey 1713; 1/3 int. in Erg Lode, Survey 7013; All in Dolores County, Colorado.

Done in open Court this 5th. day of October, A.D. 1926.

By the Court:

*G.A. LUXFORD.*  
County Judge.

STATE OF COLORADO, )  
 ) ss.  
City and County of Denver.)

I, Thomas L. Bonfils, Clerk of the County Court within and for the City and County aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of the said Decree of Heirship duly made and entered in said estate, as appears from the records and files in this Court remaining.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at my office in Denver in said City and County and State, this 13th. day of November, A.D. 1926.

*THOMAS L. BONFILS.*  
Clerk of the County Court.





STATE DOCUMENTARY FEE

Date Dec 27, 1994

3 exempt

Recorded at 3:30 o'clock P M Dec 27, 1994  
Reception No. 134587 Book 267 Page 103  
Earlene White Recorder, Dolores Co. Colorado  
IM deputy

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE  
(TESTATE ESTATE)

THIS DEED is made by William V. Hodges, III, as Personal Representative of the Estate of William V. Hodges, Jr., Deceased, Grantor, to William V. Hodges, III, Grantee, whose legal address is 86 S. Third Street, Carbondale, Colorado 81623.

WHEREAS, the above-named decedent in his lifetime made and executed his Last Will and Testament dated March 17, 1989, which Will was duly admitted to informal probate on September 4, 1992, by the Probate Court in and for the City and County of Denver, State of Colorado, Case No. 92 PR 1501;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on September 4, 1992, and is now qualified and acting in said capacity; and

WHEREAS, Grantee is determined to be the person entitled to distribution of the hereinafter described real property, and Grantor is authorized to distribute the same to Grantee;

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor conveys, assigns, transfers, distributes and releases to Grantee all of the decedent's undivided one-half interest in and to the following fractional interests in the following Patented Lode Mining Claims that are located in the Pioneer Mining District which is situated in the County of Dolores, State of Colorado:

The C.H.C. Lode according to the Amended Plat thereof, U.S. Mineral Survey No. 1040, a 1/16th interest in 7.99 acres more or less

The Princeton Lode according to the Amended Plat thereof, U.S. Mineral Survey No. 2258, a 1/64th interest in 7.84 acres more or less

The Ethlena Lode according to the Plat thereof, U.S. Mineral Survey No. 6136, a 11/256th interest in 5.637 acres more or less

The L. B. and E.R.G. Lodes according to the Plat thereof, U.S. Mineral Survey No. 7013, a 1/3rd interest in 17.45 acres more or less

With all its appurtenances, subject to all easements, rights of way, covenants and restrictions of record in the Clerk and Recorder's Office of the County of Dolores, State of Colorado, and the lien for general property taxes for 1994 and subsequent years.

Executed Nov. 30, 1994.

William V. Hodges III, PR  
William V. Hodges, III, Personal  
Representative of the Estate of William  
V. Hodges, Jr., Deceased

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 30th day of November, 1994, by William V. Hodges, III, as Personal Representative of the Estate of William V. Hodges, Jr., Deceased.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

JOSEPH G. HODGES, JR.  
NOTARY PUBLIC  
STATE OF COLORADO

Joseph G. Hodges, Jr.  
Notary Public

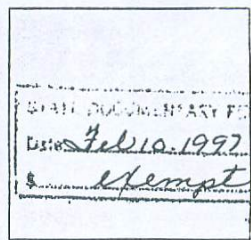
My Commission Expires Jan. 28, 1998

This deed is necessary to transfer title to property as a result of the death of an owner thereof per CRS 39-13-104(1)(m), so no state documentary fee is due under CRS 39-13-102. Accordingly, this is not a "conveyance document" per CRS 39-14-101(2), so no "declaration" is required under CRS 39-14-102.



WARRANTY DEED

THIS DEED. Made this 7th day of FEBRUARY 1997.  
between RICO PROPERTIES LIMITED LIABILITY COMPANY  
PO BOX 220 AICO, CO 81332



of the County of DOLORES and State of COLORADO  
grantor, and  
RICO HIGH ALTITUDE INVESTMENTS LLC  
PO BOX 220  
AICO CO 81332  
whose legal address is

of the County of DOLORES and State of COLORADO grantee:  
WITNESSETH. That the grantor, for and in consideration of the sum of

TEN \_\_\_\_\_ DOLLARS, (\$10.00%)  
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents  
does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with  
improvements, if any, situate, lying and being in the \_\_\_\_\_ and State of Colorado,  
described as follows:

SEE ATTACHED SCHEDULE AB

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and  
the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest,  
claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the  
hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his  
heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and  
agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well  
seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in  
fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form  
as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,  
encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due  
or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

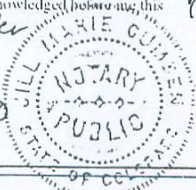
The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession  
of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.  
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.  
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Rico Properties Limited Liability Company  
by Stanley Foster, MANAGER

STATE OF Colorado  
COUNTY OF San Miguel

The foregoing instrument was acknowledged before me this 7th day of February 1997, by  
Stanley Foster

My Commission expires:  
9-23-2000



Witness my hand and official seal.  
Jill Marie Gunder  
Notary Public

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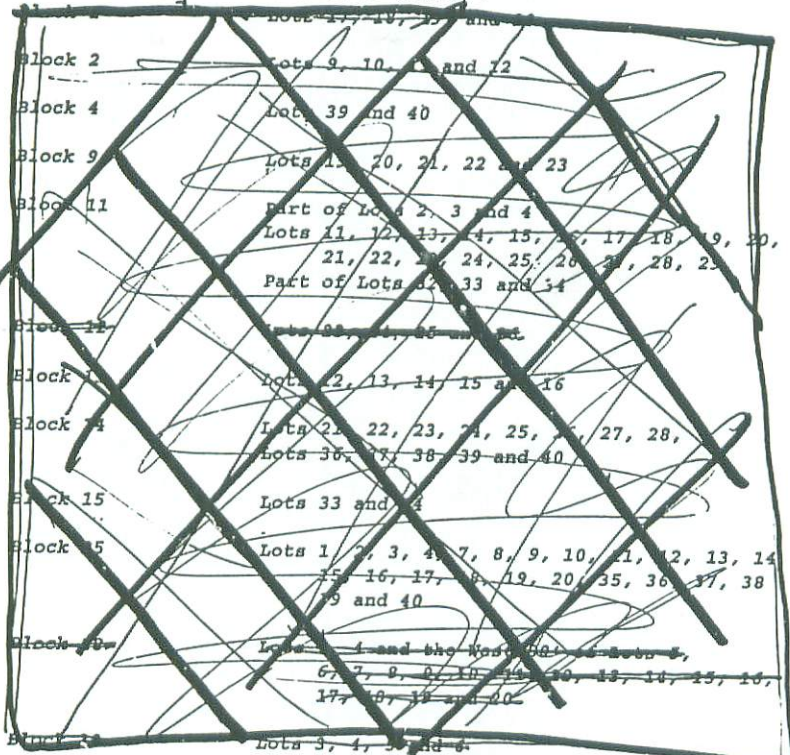
Page: 2 of 12

02/10/1997 10:04A BK 279 PG 28 WD  
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Continuation of  
C-1

LEGAL DESCRIPTION

The following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, according to the plat and other documents of record in the Office of the Clerk and Recorder of Dolores County; BUT ONLY IF AND TO THE EXTENT OF THE GRANTOR'S LEGAL, RIGHT, TITLE AND INTEREST IN AND TO SUCH PROPERTY AS OF THE DATE HEREOF:



Parcel 1 and 2, original ATLANTIC CABLE SUBDIVISION, according to the plat recorded in the office of the Clerk and Recorder in Book 238 at page 319,

~~Parcel 3 and 4 described in original Atlantic Cable Subdivision, according to the plat recorded in the office of the Clerk and Recorder in Book 238 at page 319, and Parcel 5 described in original Atlantic Cable Subdivision, according to the plat recorded in the office of the Clerk and Recorder in Book 238 at page 319.~~

Continued on next page

AND

A tract of Rico, more or less, identical with the above and marked distant; thence 625 feet to Corner No. 1, thence 20 degrees 20' to Corner No. 2, whence a C.T.R. bears 20 degrees 20' to

ALL OF THE HIGHWAY 145

A tract of Townsite of Southeast recorded North 80 degrees South and 1/2

A tract of on the North Railroad Co. the West 1/2 on the West West Bound Northwest C degrees East Townsite which is all 20 minutes Survey Rico point on 11 South bound degrees East deduced to minutes East Reduction C page which

*Stanley A. Gots*

11.10.1997  
Exempt

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unto the grantee, his at, grant, bargain and presents, he is well heritance, in law, in in manner and form taxes, assessments, lien but not yet due

and peaceable possession or any part thereof, icable to all genders.

LIABILITY COMPANY  
MANAGER

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AND

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico, more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B.T. Corner 31 T.R. bears North 43 degrees 50 minutes East 45.6 feet distant; thence South 10 degrees West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51 degrees 20 minutes East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10 degrees 20 minutes East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82 degrees 45 minutes West 5 feet distant; thence South 51 degrees 20 minutes West 516.7 feet to Corner No. 1, the place of beginning,

~~ALL OF THE FOLLOWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF  
HIGHWAY 145:~~

A tract of land referred to as "Rice Smelting Co. Tract" located within Townsite of Rice more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor & Board of Dead recorded in Book 10 at page 993; thence South 10 degrees West 200 feet; thence North 30 degrees West 400 feet; thence North 10 degrees East 270 feet; thence South 30 degrees East 400 feet to place of beginning,

A tract of land located within Townsite of Rico, bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West, more particularly described as follows: Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10 degrees East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southeast Corner of Tract deeded to Max Boehmer October 10, 1892; thence North 51 degrees 20 minutes East 511 feet to a point which is also the Southeast Corner Max Boehmer Tract; thence North 10 degrees 24 minutes East 629.3 feet to a point which is also Corner No. 3 of Amended Survey Rico Townsite; thence North 18 degrees 40 minutes West 18.3 feet to a point on line 32-3 of Second Amended Survey Rico Townsite which is also on the South boundary of Winkfield Tract (west of the Dolores River); thence South 80 degrees East 122.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1884; thence South 40 degrees 04 minutes East 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 24 degrees 30 minutes East 350 feet to a point which is also the Southwest Corner of Pasadena Reduction Co. Tract; thence

Continued on next page

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Page: 3 of 12  
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Continuation of Schedule A-8 Legal Description

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Corner A.E. Arms Tract; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as Pasadena Mill Property, and "North A.E. Arms Tract"

AND

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 114 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Township of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80 degrees 50 minutes East 225 feet distant and Corner No. 21 of Rico Township bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Township bears South 2 degrees 10 minutes West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Township; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Township; thence North 80 degrees West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Township and East Side line of Rico Graveyard; thence North 10 degrees East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0 degrees 36 minutes West 275.02 feet distant; thence North 10 degrees East 301.53 feet to Corner No. 1, the place of beginning.

Continued on next page

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 114 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 114 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 114 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 114 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND



Continuation of Schedule A- Legal Description

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Page: 5 of 12  
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Continuation of Schedule A- Legal Description

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*Stanley A. Fort*

~~A tract of land referred to as Warner K. Patrick tract located within Townsite of Rico more particularly described as follows: Beginning at a point on line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 157.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portions conveyed in Book 133 on page 1.~~

AND

A tract of land referred to as "Rois Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33 degrees 31 minutes 46 seconds East 213.8 feet and Northeast Corner of Tremble Tract is North 81 degrees 11 minutes West 18.4 feet; thence North 1 degrees 52 minutes West 918.7 feet to Northeast Corner (var. 12 degrees 42 minutes East); thence South 88 degrees 8 minutes West 628.6 feet to Northwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 minutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East); thence South 27 degrees 39 minutes East 705.8 feet to Southwest Corner; thence South 81 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

~~A tract of land located within Townsite of Rico bounded as follows: On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed. EXCEPT all that portion conveyed in Deed recorded in Book 197 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.~~

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also

AND

~~A tract of land of land 50 feet of land 50 feet Railroad as constructed and 100 feet West of Railroad as com~~

AND

~~The abandoned Townsite of Rico~~

AND

ALL OF THE FOLLOWING HIGHWAY 145:

Pasadena Reduction at page 109, Book 497 and in

AND

~~Little Ada Tract Book 197 at page 351.~~

AND

~~A tract of land more particularly the 2nd amended from Corner No. South 80 degrees Railroad right-of-way point; thence~~

~~A tract of land more particularly 17 (var. 13 degrees 1 degree 55 minutes 22.2 feet to the degrees 3 minutes 11 minutes West West 688 feet to feet to Northeast~~

*Stanley A. Fort*



Continuation of Schedule AB - Legal Description

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Page: 5 of 12  
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DOLORES COUNTY ,CO

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~~A tract of land located within Townsite of Rico described as follows: A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.~~

~~AND~~

~~The abandoned Rio Grande Southern Railroad Right-of-way extending through the Townsite of Rico.~~

AND

ALL OF THE FOLLOWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF HIGHWAY 145:

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

~~Little Ada Tract South, as described in documents recorded in Book 66 at page 133, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.~~

~~AND~~

~~A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10 degrees West 1130 feet from Corner No. 31; thence South 10 degrees West 240 feet to a point; thence South 80 degrees East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8 degrees 30 minutes East 740.1 feet to a point; thence North 80 degrees West 724 feet to the place of beginning.~~

~~AND~~

~~A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 27 (var. 13 degrees 45 minutes East), whence Northeast Corner of same is North 1 degree 55 minutes West; thence South 37 degrees 50 minutes 37 seconds West 222.2 feet to the Northeast Corner of tract being conveyed; thence South 4 degrees 3 minutes East 688 feet to Southeast Corner; thence North 81 degrees 11 minutes West 253 feet to Southwest Corner; thence North 4 degrees 3 minutes West 688 feet to Northwest Corner; thence South 81 degrees 11 minutes East 253 feet to Northeast Corner, the place of beginning.~~

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AND

~~HIGHWAY 145:~~

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5 degrees 49 minutes East 800 feet; thence North 88 degrees 11 minutes West 253 feet to Corner No. 2; thence North 27 degrees 17 minutes West 481 feet to Corner No. 3; thence South 22 degrees 12 minutes East 462.1 feet to Corner No. 4; thence South 5 degrees East 300 feet to Corner No. 5; thence South 49 degrees 10 minutes West 112 feet to Corner No. 6; thence South 88 degrees East 652 feet to Corner No. 7; thence North 1 degree 52 minutes West 600 feet to Corner No. 1, the place of beginning, a.k.a. lying East of the Dolores River.

*AND*

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
CHESTNUT	6588	435
[REDACTED]	[REDACTED]	[REDACTED]
B [REDACTED] 27.	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
FRANKLIN	7366	564
GOLDEN FLEECE	14294	2261
HILLSIDE	23559	7994
HILLSIDE NO 2	23559	7994
[REDACTED]	[REDACTED]	[REDACTED]
LUCY	12933	1456
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] H	[REDACTED]	[REDACTED]
W. L. STEPHENS	22919	7017
A.B.G.	20385	6726
[REDACTED]	[REDACTED]	1956
AETNA	21734	[REDACTED]
IMP	21734	6796
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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AVALANCHE

BALD E

LITTLE

BIG BLU

**Abstract**



BLACK (

**CONCLUSIONS**

1

## Corner

to Cori

300.00

300.0 1

300.0 t

BUHLER

BURCHAR

LITTLE

C.S.H.H





137490

02/10/1997 10:04A BK 279 PG 34 MD  
RES 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

Page: 8 of 12

Continuation of Schedule A - Legal Description

Continuation of

137490

Page: 7 of 12

S COUNTY ,CO

OF

ted within  
at the  
h 5 degrees  
51 feet to  
corner No. 3;  
thence  
ees 10  
62 feet to  
ner No. 1,

S LOCATED IN  
, DOLORES  
UNITED  
IS FILED IN  
SS COUNTY,

ALTA (75% INTEREST)	19105	6191
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
ASPEN	26020	6512
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
ATLANTIC CABLE	8072	1136

EXCEPT all that part platted into Atlantic Cable Subdivision and the Atlantic Cable Subdivision, Phase II, and a portion of Lots 9, 28, 31 and 32, Block 20, Town of Rico, and that portion conveyed in Book 57 at page 325.

AVALANCHE	10488	1682
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BALD EAGLE	28874	10122
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
LITTLE JOHNNY	28874	10122
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BIG BLUE	23558	7365
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
DENVER	23428	7601
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BLACK CHIEF	10485	1649
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
PEWTER DOLLAR	24538	8098
BLACK GEORGE	14477	2485
BLACK NIGHT	26510	8135
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BUCKEYE & MAC	24156	7894

Described as: Beginning at Corner No. 1 of the Buckeye Lode, which corner is common with Corner No. 1 of the Mac Lode, whence the West Quarter Corner of Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 54 degrees 48 minutes West 1784.2 feet; thence North 45 degrees East 300.0 feet to Corner No. 2 of the Buckeye Lode; thence South 45 degrees East 248.58 feet to the 1/6 Southeast corner of the Buckeye Lode; thence South 45 degrees West 300.00 feet to the Southwest Corner of the Buckeye Lode, which corner is common with the 1/6 Southeast Corner of the Mac Lode; thence South 45 degrees West 300.0 feet to the 1/6 Southwest Corner of the Mac Lode; thence North 45 degrees West 248.58 feet to Corner No. 4 of the Mac Lode; thence North 45 degrees East 300.0 feet to Corner No. 1 of the Mac Lode, the point of beginning.

BUEHLER	1178832	20738
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
BURCHARD	27326	8070
<del>ALTA</del>	<del>19105</del>	<del>6191</del>
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 INTEREST)	9213	1040
C.S.H.H.	19757	6286

Continued on next page

~~ALTA~~  
~~ALTA~~  
~~ALTA~~  
LITTLE JACK  
SLIDE TOP  
TIMBERLINE  
TOM THUMB  
CATALPA (1/2)

X-RAY  
LITTLE CASPER  
GOLIATH  
CLAN CAMPBELL  
COBBLER  
CONFIDENCE  
CORNUCOPIA  
CREBEC  
CROSS  
D. AND B. B.

DUDESS  
DURANGO

ELLA D.  
ELLIOTT  
ENTERPRISE  
ETHELENA (24)

EVENING STAR  
EXCELSIOR NO.  
EXCELSIOR MIL  
PREMIER  
FALCON



Continuation of Schedule A<sup>B</sup> - Legal Description

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
LITTLE JACK HORNER	1179249	20740
SLIDE TOP	1179249	20740
TIMBERLINE	1179249	20740
TOM THUMB	1179249	20740
CATALPA (1/2 INTEREST)	8071	918
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
X-RAY	646888	19665
LITTLE CASPER	646888	19665
GOLIATH	646888	19665
CLAN CAMPBELL	16318	1807
COBBLER	17663	5274
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
CONFIDENCE	20780	6895
CORNUCOPIA	32435	11667
CREBEC	18911	6130
CROSS	7927	940
D. AND B. B.	25142	8539
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
DUDESS	22064	7049
DURANGO	9254	1441
[REDACTED]	[REDACTED]	[REDACTED]

which  
Quarter  
ears North  
t 300.0 feet  
48.58 feet  
grees West  
er is common  
ees West  
h 45 degrees  
egrees East

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
ELLA D.	19106	5659
ELLIOTT	9764	1536A
ENTERPRISE	28422	5916
ETHELENA (245/256 INT)	18765	6136
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
EVENING STAR	26956	7565
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
EXCELSIOR NO. 2	26905	8141
[REDACTED]	[REDACTED]	[REDACTED]
EXCELSIOR MILLSITE	9668	1451B
[REDACTED]	[REDACTED]	[REDACTED]
PREMIER	17909	5132
[REDACTED]	[REDACTED]	[REDACTED]
FALCON	12270	2151

Continued on next page





137450

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REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

## Continuation of Schedule A- Legal Description

FLORENCE	9667	1452A
FLORENCE MILLSITE	9667	1452B
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
GEM OF BEAUTY	9663	1164
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
GENERAL LOGAN	16416	2476
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
GRAND VIEW	6761	383
GROUP MILLSITE	29042	11583B
H.B. (2/3 INTEREST)	22008	7013
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HIGHLAND CHIEF	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LITTLE LULU	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SHEHOCTON	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LITTLE GEORGE EXTENSION	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HAL POINTER	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HELEN C.	29929	7977
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HOMESTAKE & LITTLE CORA		
CONSOLIDATED PLACER	14903	410
West of Dolores River		
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
INGERSOLL	11224	413
IRON CAP	14897	1428
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LAST CHANCE	1060874	20388
LAST CHANCE	27745	8622
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LITTLE BERNARD	20177	6406
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LONE TREE	29858	12303
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>

Continued on next page

9



Continuation of Schedule A - Legal Description

Continuation of

<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	9000	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	10532	6105
MATCHLESS	21733	6739
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
MELVINA	3551	620
MERRIMAC	8170	926
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
MONARCH	1062424	20387
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
NEW DISCOVERY	10483	1461A
NEW DISCOVERY MILLSITE	10483	1461B
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
PHOENIX	6701	362
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
PITTSBURGH	7928	941
PLUTO	21101	6985
PRINCETON (63/64 INT)	19530	2258
REDEEMER	30264	12304
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
ROBBER STATE	10126	1464
ROGER TICHBORNE	23828	7784
S.M.G.	29831	7986
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HOME	25545	8031
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SELENIDE	36681	7459
SHAMROCK	20389	5832
SILVER AGE	40574	5831
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
ROYAL TURK	27914	8020
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SILVER GLANCE	29519	6201
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>

Continued on next page

SILVER GLANC  
SKEPTICAL NO  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
SNOWFLAKE  
SNOWFLAKE  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
STANLEY NO.  
~~XXXXXXXXXX~~  
STAR  
~~XXXXXXXXXX~~  
STEPHANITE  
STONY POINT  
SUN UP  
SWANSEA  
~~XXXXXXXXXX~~  
THOMPSON  
~~XXXXXXXXXX~~  
TRAILS END  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
UNCLE NED  
UNDINE  
~~XXXXXXXXXX~~  
WABASH  
WEIMAR  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
ZULU

*Stanley A. Galt*

*Stanley A. Galt*



Continuation of Schedule A - Legal Description

SILVER GLANCE NO. 4 28485 7976  
SKEPTICAL NO. 1 14292 1900

[REDACTED]

SNOWFLAKE 25700 5909

[REDACTED]

STANLEY NO. 3 (2/3 INT) 19393 6095

[REDACTED]

STAR 19756 6199

STEPHANITE 37553 7980

STONY POINT 16727 1489

SUN UP 18912 5910

SWANSEA 6580 434

THOMPSON 29115 6394

TRAILS END 1111727 20568

UNCLE NED 7747 915

UNDINE 8132 1090

WABASH 7492 617

WEIMAR 20178 6513

ZULU 9723 1457



SPECIAL ADMINISTRATOR'S BARGAIN & SALE DEED

THIS DEED is made by CLIFFORD C. FOSSUM, as Special Administrator of the Estate of Albert C. Stampfel, deceased, Grantor, to CASEY McCLELLAN and RICHARD McCLELLAN, as tenants in common, Grantees, whose legal address is 406 Nor. Market, Cortez, of the County of Montezuma, and State of Colorado.

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated February 8, 1968, which Will was duly admitted to informal probate on January 29, 1979, by the District Court in and for the County of Dolores, State of Colorado, Probate No. 667;

WHEREAS, Grantor was duly appointed Special Administrator of said Estate on November 12, 1987, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantees, their heirs, successors and assigns, for TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, the following described real property situate in the County of Dolores, State of Colorado, to-wit:

All Grantor's interest in the following mining claims:  
M.S. 6985 Pluto, Colorado; M.S. 1563 South Park;  
Independent and M.S. 77601 Big Strike

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, either in law or equity, to the proper use, benefit and behoof of the Grantee, its heirs, and assigns forever. This Deed conforms with CRS 38-30-115, as amended, without covenants of warranty, but passes after acquired title.

As used herein, the singular includes the plural and the plural the singular.

UNDER ORDER OF THE DISTRICT  
COURT DATED OCTOBER 3, 1994

EXECUTED October 4, 1994

*Clifford C. Fossum Special Admin*  
Special Administrator of the  
Estate of Albert C. Stampfel,  
Deceased.

STATE OF COLORADO )  
                          ) ss  
County of Montezuma )

The foregoing instrument was acknowledged before me this 4th day of October, 1994, by Clifford C. Fossum, Special Administrator of the Estate of Albert C. Stampfel, Deceased.

Witness my hand and official seal.

My commission expires: May 16, 1995

*Margaret G. McFerman*  
Notary Public

Oct 7, 1994  
Exempt

Instrument Book Page  
200700155956 OR 369 263  
200700155956  
12-18-2007 At 01:40 PM.  
DEED OF TR 51.00  
DOC FEES .00  
OR Book 369 Page 263 - 272  
LARITA RANDOLPH  
CLERK & RECORDER

The printed portions of this form approved by  
The Colorado Real Estate Commission (TD 72-11-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.  
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

**DEED OF TRUST**  
(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3<sup>rd</sup> day of December, 2007, by and between Rico High Altitude Investments LLC, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 924, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Twin City Development, L.L.C., an Arizona limited liability company, whose address is 14400 North 76<sup>th</sup> Place, Scottsdale, Arizona 85260 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

*The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").*

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars (\$900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Mountain Life LLC, Rico Renaissance Limited Liability Company, and Rico Properties Limited Liability Company; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.



6. **Prior Mortgages and Deeds of Deed of Trust; Charges; Liens.** Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Beneficiary's Security.** Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given. Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Grantor Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to



release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

**13. Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

**14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**15. Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

**16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated, herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

**17. Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

**18. Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the

application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

**19. Grantor's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

**20. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.** As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property; however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

**21. Release.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

**22. Waiver of Exemptions.** Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

**23. Escrow Funds for Taxes and Insurance.** This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to 0 of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus 0 of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.



The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

**24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.

(c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.

(d) Notwithstanding any provision herein, the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the

payment of principal.

25.      **Grantor's Copy.** Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

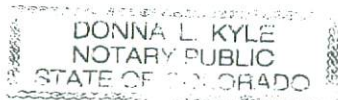
**RICO HIGH ALTITUDE INVESTMENTS LLC,**  
a Colorado limited liability company

By:   
Stanley A. Foster, Manager

STATE OF COLORADO      )  
  )      SS.  
COUNTY OF Montezuma )

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico High Altitude Investments LLC, as his free and voluntary act.

My commission expires: 9/9/08  
Witness my hand and official seal.



  
Notary Public



## EXHIBIT A

### SCHEDULE OF PROPERTIES TO DEED OF TRUST IN FAVOR OF TWIN CITY DEVELOPMENT, LLC

Property Names	Mineral Survey #	Lots or Claims
ACREAGE (Town of Rico)		
Graveyard Tract (100%)		1
Roys Tract (River Lodge Site Only) (100%)		1
Max Boehmer (100%)		1
MINING CLAIMS (Town of Rico)		
Atlantic Cable (100%)	1136	1
Chestnut (100%)	435	1
Elliott (100%)	1536A	1
Franklin (75%)	564	1
Golden Fleece (100%)	2261	1
Group MS (100%)	11583B	1
Hillside/ Hillside 2 (100%)	7994	1
Home (100%)	8031	1
Lucy (100%)	1456	1
WL Stephans (100%)	7017	1
MINING CLAIMS (Outlying)		
ABG Lode (100%)	6726	1
Aetna (100%)	1956	1
Alta (75%)	6191	1
Aspen (100%)	6512	1
Avalanche (100%)	1682	1
Big Blue (100%)	7365	1
Black Chief (100%)	1649	1
Black George (100%)	2485	1
Black Night (100%)	8135	1
Buckeye & Mac Mine (16.67%)	7894	1
Buchler (100%)	20738	1
Burchard (100%)	8070	2
Catalpa (50%)	918	1
CHC (93.75%)	1040	1
Clan Campbell (100%)	1897	1
Cobbler (100%)	5247	1
Confidence (100%)	6895	1
Cornucopia (100%)	11667	1
Crebec (100%)	6130	1
Cross (100%)	940	1
CSHH (100%)	6286	1
D&BB (100%)	8539	1
Dudess (100%)	7049	1

Durango (100%)	1441	1
Ella D (100%)	5659	1
Enterprise (100%)	5916	1
Ethelena (89.45%)	6136	1
Evening Star (100%)	7565	1
Excelsior MS (100%)	1451B	1
Excelsior #2 (100%)	8141	1
Falcon (100%)	2151	1
Florence (100%)	1452A	1
Florence MS (100%)	1452B	1
General Logan (100%)	2476	1
Goliath/ Little Casper/Xray (100%)	19665	1
Grand View (100%)	383	1
Hal Pointer/ Highland Chief/ Little George /Little Lulu/Shehocton (100%)	8017	6
H.B. (66.667%)	7013	1
Helen C. (100%)	7977	1
Homestake & Little Corn (Parcel A) (100%)	410	1
IMP (100%)	6796	1
Ingersoll (100%)	413	1
Iron Cap (100%)	1428	1
Last Chance (100%)	8622	1
Last Chance (100%)	20388	1
Little Bernard (100%)	6406	1
Slide Top/Little Jack Horner /Timberline /Tom Thumb (100%)	20740	4
Little Johnnie/ Bald Eagle (100%)	10122	2
Lone Tree (100%)	12303	1
Matchless (100%)	6739	1
Melvina (100%)	620	1
Merrimac (100%)	926	1
Monarch (100%)	20387	1
New Discovery (100%)	1461A	1
New Discovery MS (100%)	1461B	1
Pewter Dollar	8098	1
Phoenix (100%)	362	1
Pittsburg (100%)	941	1
Pluto (50%)	6985	1
Premier (100%)	5132	1
Princeton (98.44%)	2258	1
Redeemer (100%)	12304	1
Robber State (100%)	1464	1
Roger Tichborne (100%)	7784	1
Royal Turk (100%)	8020	1
Selenide (100%)	7459	1
Silver Age (100%)	5831	1
Silver Glance 4 (100%)	7976	1
Silver Glance MS (100%)	6201	1
Skeptical 1 (100%)	1900	1
SMG (100%)	7986	1
Snow Flake (100%)	5909	1
Stanley 3 (83.33%)	6095	1



Star (100%)	6199	1
Stephanite (100%)	7980	1
Stoney Point (100%)	1489	1
Sun Up (100%)	5910	1
Swansea (100%)	434	1
Thompson (100%)	6394	1
Trails End (100%)	20568	1
Uncle Ned (100%)	915	1
Undine (100%)	1090	1
Wabash (100%)	617	1
Weimer (100%)	6513	1
Zulu (100%)	1457	1

200700155955  
12-18-2007 At 01:40 pm.  
DEED OF TR      51.00  
DOC FEES      .00  
OR Book 369 Page 253 - 262  
LARITA RANDOLPH  
CLERK & RECORDER

The printed portions of this form approved by  
The Colorado Real Estate Commission (TD 72-11-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.  
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

**DEED OF TRUST**  
(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3<sup>rd</sup> day of December, 2007, by and between Rico High Altitude Investments LLC, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 924, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Silver Creek Land Company, L.L.C., a Georgia limited liability company, whose address is 400 Colony Square N.E., Suite 525, Atlanta, Georgia 30361 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

*The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").*

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars (\$900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Mountain Life LLC, Rico Renaissance Limited Liability Company, and Rico Properties Limited Liability Company; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.



6. **Prior Mortgages and Deeds of Deed of Trust; Charges; Liens.** Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor.

If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Beneficiary's Security.** Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given. Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Grantor Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to



release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

**13. Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

**14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**15. Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

**16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated, herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

**17. Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

**18. Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the

application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

**19. Grantor's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

**20. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.** As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property; however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

**21. Release.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

**22. Waiver of Exemptions.** Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

**23. Escrow Funds for Taxes and Insurance.** This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to 0 of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus 0 of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.



The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

**24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

- (a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
- (b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.
- (c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.
- (d) Notwithstanding any provision herein, the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the

payment of principal.

25. Grantor's Copy. Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

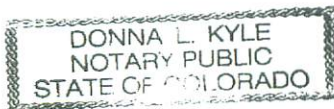
RICO HIGH ALTITUDE INVESTMENTS LLC,  
a Colorado limited liability company

By:   
Stanley A. Foster, Manager

STATE OF COLORADO )  
COUNTY OF Montezuma ) SS.

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico High Altitude Investments LLC, as his free and voluntary act.

My commission expires: 9/9/08  
Witness my hand and official seal.



  
Notary Public



**EXHIBIT A**

**SCHEDULE OF PROPERTIES  
TO  
DEED OF TRUST IN FAVOR OF  
SILVER CREEK LAND COMPANY, L.L.C.**

<u>Property Names</u>	<u>Mineral Survey #</u>	<u>Lots or Claims</u>
ACREAGE (Town of Rico)		
Graveyard Tract (100%)		1
Roys Tract (River Lodge Site Only) (100%)		1
Max Bochmer (100%)		1
MINING CLAIMS (Town of Rico)		
Atlantic Cable (100%)	1136	1
Chestnut (100%)	435	1
Elliott (100%)	1536A	1
Franklin (75%)	564	1
Golden Fleece (100%)	2261	1
Group MS (100%)	11583B	1
Hillside/ Hillside 2 (100%)	7994	1
Home (100%)	8031	1
Lucy (100%)	1456	1
WL Stephans (100%)	7017	1
MINING CLAIMS (Outlying)		
ABG Lode (100%)	6726	1
Actna (100%)	1956	1
Alta (75%)	6191	1
Aspen (100%)	6512	1
Avalanche (100%)	1682	1
Big Blue (100%)	7365	1
Black Chief (100%)	1649	1
Black George (100%)	2485	1
Black Night (100%)	8135	1
Buckeye & Mac Mine (16.67%)	7894	1
Buehler (100%)	20738	1
Burchard (100%)	8070	2
Catalpa (50%)	918	1
CHC (93.75%)	1040	1
Clan Campbell (100%)	1897	1
Cobbler (100%)	5247	1
Confidence (100%)	6895	1
Cornucopia (100%)	11667	1
Crebec (100%)	6130	1
Cross (100%)	940	1
CSHH (100%)	6286	1
D&BB (100%)	8539	1
Dudess (100%)	7049	1

Durango (100%)	1441	1
Ella D (100%)	5659	1
Enterprise (100%)	5916	1
Ethelena (89.45%)	6136	1
Evening Star (100%)	7565	1
Excelsior MS (100%)	1451B	1
Excelsior #2 (100%)	8141	1
Falcon (100%)	2151	1
Florcnce (100%)	1452A	1
Florence MS (100%)	1452B	1
General Logan (100%)	2476	1
Goliath/ Little Casper/Xray (100%)	19665	1
Grand View (100%)	383	1
Hal Pointer/ Highland Chief/ Little George /Little Lulu/Shebocton (100%)	8017	6
H.B. (66.667%)	7013	1
Helen C. (100%)	7977	1
Homestake & Little Cora (Parcel A) (100%)	410	1
JMP (100%)	6796	1
Ingersoll (100%)	413	1
Iron Cap (100%)	1428	1
Last Chance (100%)	8622	1
Last Chance (100%)	20388	1
Little Bernard (100%)	6406	1
Slide Top/Little Jack Horner /Timberline /Tom Thumb (100%)	20740	4
Little Johnnie/ Bald Eagle (100%)	10122	2
Lone Tree (100%)	12303	1
Matchless (100%)	6739	1
Melvina (100%)	620	1
Merrimac (100%)	926	1
Monarch (100%)	20387	1
New Discovery (100%)	1461A	1
New Discovery MS (100%)	1461B	1
Pewter Dollar (100%)	8098	1
Phoenix (100%)	362	1
Pittsburg (100%)	941	1
Pluto (50%)	6985	1
Premier (100%)	5132	1
Princeton (98.44%)	2258	1
Redcemer (100%)	12304	1
Robber State (100%)	1464	1
Roger Tichborne (100%)	7784	1
Royal Turk (100%)	8020	1
Selenide (100%)	7459	1
Silver Age (100%)	5831	1
Silver Glance 4 (100%)	7976	1
Silver Glance MS (100%)	6201	1
Skeptical 1 (100%)	1900	1
SMG (100%)	7986	1
Snow Flake (100%)	5909	1
Stanley 3 (83.33%)	6095	1



Star (100%)	6199	1
Stephanite (100%)	7980	1
Stoney Point (100%)	1489	1
Sun Up (100%)	5910	1
Swansea (100%)	434	1
Thompson (100%)	6394	1
Trails End (100%)	20568	1
Uncle Ned (100%)	915	1
Undine (100%)	1090	1
Wabash (100%)	617	1
Weimer (100%)	6513	1
Zulu (100%)	1457	1

STATE OF COLORADO      CERTIFICATE OF TAXES DUE      Certificate No 137  
 DOLORES COUNTY      Thru Tax Year 2009      Printed 09/10/2010  
 Assessed Owner:  
 RICO HIGH ALTITUDE INVESTMENT      SCHEDULE NUMBER      504724400043 M  
 P.O. BOX 924      TAX DISTRICT      109  
 DOLORES CO 81323      ROLL PAGE      1160

! THIS IS VACANT LAND !

Ordered by: COLORADO LAND TITLE 21000695

===== N O T I C E =====  
 I, the undersigned, County Treasurer in and for said County, do hereby certify  
 that there are no unpaid taxes or unredeemed tax lien sale certificates, except  
 as shown below, as appears of record in this office, on the following  
 described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	5.82	
SCHOOL DIST RE-23	18.994	16.03			
DOLORES COUNTY	28.013	23.65		2009 TAX AMT	44.04
RICO FIRE PROTECTION	4.968	4.19		INTEREST DUE	2.20
S W WATER CONS	.200	.17			
TOTALS	52.175	44.04			

LEGAL DESCRIPTION OF PROPERTY

91-5047-244-00-043 FROM: RICO PROPERTIES  
 H.D. PAT.#22003 M.S. #7013 2/3 INTEREST  
 24-40-11 B-193 P-324-32 7 B-238 P-320 B-266 P-445  
 B-279 P-15-38 B-370 P-3 SA

TOTAL IS CORRECT ONLY IF PAID BY: 09/30/2010 Total Now Due \$46.24

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office,  
 this 10TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
 DOLORES COUNTY TREASURER

BY: 

This Certificate does not certify as to any taxes which may, or may not, be due  
 on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights,  
 or Special Assessments which may, or may not, be located on the Property  
 described above, unless specifically listed and described. Information  
 regarding special taxing districts and the boundaries of such districts may be  
 on file or deposit with the board of county commissioners, the county clerk and  
 recorder, or the county assessor.



STATE OF COLORADO      CERTIFICATE OF TAXES DUE      Certificate No    139  
 DOLORES COUNTY      Thru Tax Year 2009      Printed 09/10/2010  
 Assessed Owner:  
 HODGES WM V., JOSEPH, WM V. I      SCHEDULE NUMBER    504721300011 K  
 2552 E. ALAMEDA AVE. - #5      TAX DISTRICT    109  
 DENVER CO 80209      ROLL PAGE    623

† THIS IS VACANT LAND †

Ordered by: COLORADO LAND TITLE 21000694

\*\*\*\*\* N O T I C E \*\*\*\*\*  
 I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	5.82	
SCHOOL DIST RE-27	18.994	16.03			
DOLORES COUNTY	28.013	23.65			2009 TAX AMT    44.04
RICO FIRE PROTECTION	4.960	4.19			2009 TAX PD    44.04-
S W WATER CONS	.200	.17			
TOTALS	52.175	44.04			

LEGAL DESCRIPTION OF PROPERTY

91-5047-243-00-011  
 E.R.G. & H.D. 24-40-11      M.S. 7013 33.32 INTEREST  
 N-54 P-380 D-63 P-155      D-267 P-103

TAXES HAVE BEEN PAID IN FULL

Total Now Due

\$ .00

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office,  
 this 10TH day of SEPTEMBER A.D. 2010

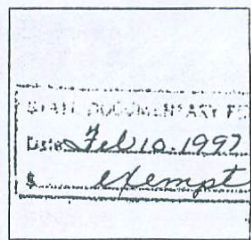
JANIE STIASNY  
 DOLORES COUNTY TREASURER

BY: 

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

WARRANTY DEED

THIS DEED. Made this 7th day of FEBRUARY 1997.  
between RICO PROPERTIES LIMITED LIABILITY COMPANY  
PO BOX 220 AICO, CO 81332



of the County of DOLORES and State of COLORADO  
grantor, and  
RICO HIGH ALTITUDE INVESTMENTS LLC  
PO BOX 220  
AICO CO 81332  
whose legal address is

of the County of DOLORES and State of COLORADO grantee:  
WITNESSETH. That the grantor, for and in consideration of the sum of

TEN DOLLARS, (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the and State of Colorado, described as follows:

SEE ATTACHED SCHEDULE AB

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

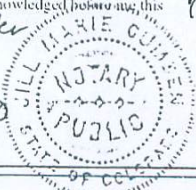
Rico Properties Limited Liability Company  
by Stanley Foster, MANAGER

STATE OF Colorado  
COUNTY OF San Miguel

The foregoing instrument was acknowledged before me this 7th day of February 1997, by Stanley Foster

My Commission expires:

9-23-2000



Witness my hand and official seal.

Jill Marie Gunter  
Notary Public

The fol of Dolores record in ANG TO T SUCH PROA

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Parcel recorded in





SCHEDULE A D



137490

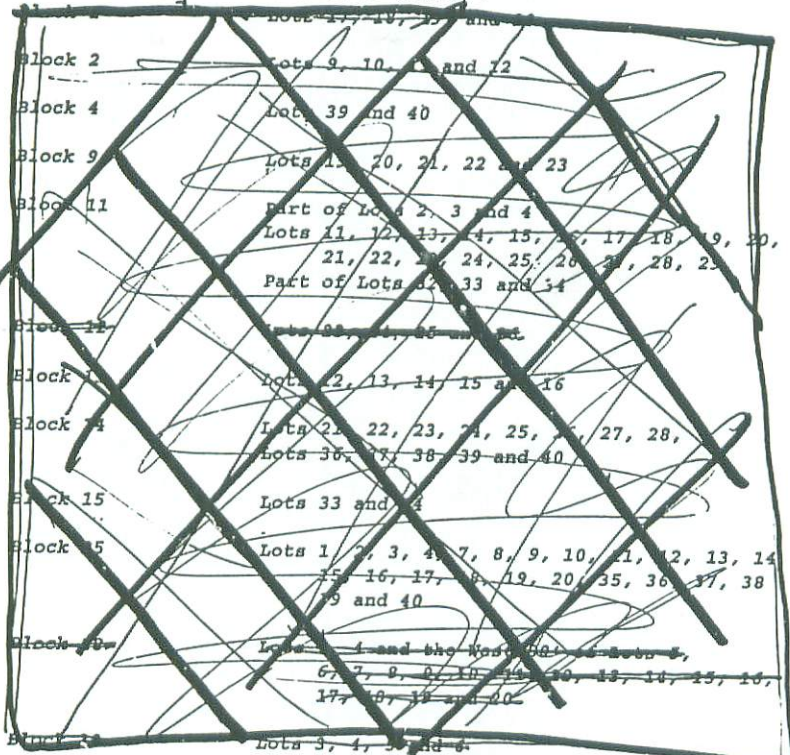
Page: 2 of 12

02/10/1997 10:04A BK 279 PG 28 WD  
REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

Continuation of  
C-1

LEGAL DESCRIPTION

The following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, according to the plat and other documents of record in the Office of the Clerk and Recorder of Dolores County; BUT ONLY IF AND TO THE EXTENT OF THE GRANTOR'S LEGAL, RIGHT, TITLE AND INTEREST IN AND TO SUCH PROPERTY AS OF THE DATE HEREOF:



Parcel 1 and 2, original ATLANTIC CABLE SUBDIVISION, according to the plat recorded in the office of the Clerk and Recorder in Book 238 at page 319,

~~Parcel 3 and 4 described in original Atlantic Cable Subdivision, according to the plat recorded in the office of the Clerk and Recorder in Book 238 at page 319, and Parcel 5 described in original Atlantic Cable Subdivision, according to the plat recorded in the office of the Clerk and Recorder in Book 238 at page 319.~~

Continued on next page

AND

A tract of Rico, more or less, identical with the above and marked distant; thence 625 feet to Corner No. 1, thence 20 degrees 20' to Corner No. 2, whence a C.T.R. bears degrees 20' to

ALL OF THE HIGHWAY 145

A tract of Townsite of Southeast Rico, recorded in North 80 degrees South and 1/2

A tract of on the North Railroad Co. the West 1/2 on the West West Bound Northwest 1/4 degrees East Townsite which is all 20 minutes Survey Rico point on 11 South bound degrees East 20 minutes East Reduction C. P. which

*Stanley A. Gots*

11.10.1997  
*Exempt*

1.00%  
and by these presents property together with al State of Colorado.

B

ise appertaining, and right, title, interest, premises, with the

unto the grantee, his at, grant, bargain and presents, he is well heritance, in law, in in manner and form taxes, assessments, lien but not yet due

and peaceable possession or any part thereof, icable to all genders.

LIABILITY COMPANY  
MANAGER

19 97, by

*Winter*



AND

wnsite, County  
ocuments of  
; BUT ONLY IF  
WEST IN AND TO

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico, more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B.T. Corner 31 T.R. bears North 43 degrees 50 minutes East 45.6 feet distant; thence South 10 degrees West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51 degrees 20 minutes East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10 degrees 20 minutes East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82 degrees 45 minutes West 5 feet distant; thence South 51 degrees 20 minutes West 516.7 feet to Corner No. 1, the place of beginning,

ALL OF THE FOLLOWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF HIGHWAY 145:

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 993; thence South 10 degrees West 100 feet; thence North 80 degrees West 400 feet; thence North 10 degrees East 270 feet; thence South 10 degrees East 400 feet to place of beginning,

A tract of land located within Townsite of Rico bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary of Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows: Beginning at a point on the West boundary of Second Amended Survey of Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10 degrees East 265 feet to a point on West line Second Amended Survey of Rico Townsite which is also the Southeast Corner of Tract deeded to Max Boehmer October 10, 1892; thence North 51 degrees 20 minutes East 511 feet to a point which is also the Southeast Corner Max Boehmer Tract; thence North 10 degrees 20 minutes East 629.3 feet to a point which is also Corner No. 3 of Amended Survey Rico Townsite; thence North 18 degrees 40 minutes West 108.3 feet to a point on line 32-3 of Second Amended Survey Rico Townsite which is also on the South boundary of Winkfield Tract (west of the Dolores River); thence South 80 degrees East 122.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1884; thence South 40 degrees 04 minutes West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 24 degrees 30 minutes East 350 feet to a point which is also the Southwest Corner Pasadena Reduction Co. tract; thence

Continued on next page

to the plat  
page 319,

from the  
page

page

2



Continuation of Schedule A-8 Legal Description

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C...

Corner A.E. Arms Tract; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as Pasadena Mill Property, and "North A.E. Arms Tract"

AND

A tract of land located in Southwest corner of Township of Rico bounded by P.G. Day Tract, West and South boundaries of Rico Township and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Township which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract owned to P.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey, Rico Township; thence South 80 degrees East 244 feet to a point on line 29-30 of said Survey of Rico Township; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Township of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80 degrees 50 minutes East 225 feet distant and Corner No. 21 of Rico Township bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Township bears South 2 degrees 10 minutes West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Township; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Township; thence North 80 degrees West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Township and East Side line of Rico Graveyard; thence North 10 degrees East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0 degrees 36 minutes West 275.02 feet distant; thence North 10 degrees East 301.53 feet to Corner No. 1, the place of beginning.

Continued on next page

A tract of land  
Township of Rico  
in line 1-2 of  
North 10 degrees  
East 1-2  
Corner No. 1  
to Corner No.  
East 404.1 feet  
see page 10

AND

A tract of land  
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Tract is North  
minutes West 5  
thence South 6  
degrees 55 min  
West angle cor  
minutes East 7  
East 327.3 feet

A tract of land  
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Railroad as co  
inclusive, of  
and the West  
the centerline  
that portion of  
as R.G.S. North

AND

A tract of land  
North by a tra  
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Tract; and on  
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AND

Stanley A. Hart



Continuation of Schedule A- Legal Description

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Page: 5 of 12  
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Continuation of Schedule A- Legal Description

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A.E. Arms

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Book 33 at  
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South 80  
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No. 2, a point  
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and Northeast  
6.22 feet  
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e 793.86 feet  
nce North 80  
end line of  
10 degrees  
f Rico  
identical with  
Ada Claim  
North 10

*Stanley A. Fort*

~~A tract of land referred to as Warner K. Patrick tract located within Townsite of Rico more particularly described as follows: Beginning at a point on line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 157.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portions conveyed in Book 133 at page 1.~~

AND

A tract of land referred to as "Rays Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33 degrees 31 minutes 46 seconds East 213.8 feet and Northeast Corner of Tremble Tract is North 81 degrees 11 minutes West 18.4 feet; thence North 1 degrees 52 minutes West 918.7 feet to Northeast Corner (var. 12 degrees 42 minutes East); thence South 88 degrees 8 minutes West 628.6 feet to Northwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 minutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East); thence South 27 degrees 39 minutes East 705.8 feet to Southwest Corner; thence South 81 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

~~A tract of land located within Townsite of Rico bounded as follows: On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Rays Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed. EXCEPT all that portion conveyed in Deed recorded in Book 197 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.~~

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by a tract of land known as Rays Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also

AND

~~A tract of land of land 50 feet of land 50 feet Railroad as constructed and 100 feet West of Railroad as com~~

AND

~~The abandoned Townsite of Rico~~

AND

ALL OF THE FOLLOWING HIGHWAY 145:

Pasadena Reduction at page 109, Book 497 and in

AND

~~Little Ada Tract 133 Book 193 at 339.~~

AND

~~A tract of land more particularly the 2nd amended from Corner No. South 80 degrees Railroad right-of-point; thence~~

~~A tract of land more particularly 17 (var. 13 degrees 1 degree 55 minutes 22.2 feet to the degrees 3 minutes 11 minutes West West 688 feet to feet to Northeast~~

*Stanley A. Fort*



Continuation of Schedule AB - Legal Description

137490  
Page: 5 of 12  
WD  
DOLORES COUNTY ,CO

at a point  
site bears  
3 feet along  
404.1 feet to  
at 274.3 feet  
16 minutes  
ved in Book

~~A tract of land located within Townsite of Rico described as follows: A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.~~

~~AND~~

~~The abandoned Rio Grande Southern Railroad Right-of-way extending through the Townsite of Rico.~~

AND

ALL OF THE FOLLOWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF HIGHWAY 145:

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

~~Little Ada Tract South, as described in documents recorded in Book 66 at page 133, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.~~

~~AND~~

~~A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10 degrees West 1130 feet from Corner No. 31; thence South 10 degrees West 240 feet to a point; thence South 80 degrees East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8 degrees 30 minutes East 740.1 feet to a point; thence North 80 degrees West 724 feet to the place of beginning.~~

~~AND~~

~~A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 27 (var. 13 degrees 45 minutes East), whence Northeast Corner of same is North 1 degree 55 minutes West; thence South 37 degrees 50 minutes 37 seconds West 222.2 feet to the Northeast Corner of tract being conveyed; thence South 4 degrees 3 minutes East 688 feet to Southeast Corner; thence North 81 degrees 11 minutes West 253 feet to Southwest Corner; thence North 4 degrees 3 minutes West 688 feet to Northwest Corner; thence South 81 degrees 11 minutes East 253 feet to Northeast Corner, the place of beginning.~~

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AND

~~HIGHWAY 145:~~

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5 degrees 49 minutes East 800 feet; thence North 88 degrees 11 minutes West 253 feet to Corner No. 2; thence North 27 degrees 17 minutes West 481 feet to Corner No. 3; thence South 22 degrees 12 minutes East 462.1 feet to Corner No. 4; thence South 5 degrees East 300 feet to Corner No. 5; thence South 49 degrees 10 minutes West 412 feet to Corner No. 6; thence South 88 degrees East 652 feet to Corner No. 7; thence North 1 degree 52 minutes West 600 feet to Corner No. 1, the place of beginning, a.k.a. lying East of the Dolores River.

*AND*

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
CHESTNUT	6588	435
[REDACTED]	[REDACTED]	[REDACTED]
B. [REDACTED]	27.	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
FRANKLIN	7366	564
GOLDEN FLEECE	14294	2261
HILLSIDE	23559	7994
HILLSIDE NO 2	23559	7994
[REDACTED]	[REDACTED]	[REDACTED]
LUCY	12933	1456
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] H	[REDACTED]	[REDACTED]
W. L. STEPHENS	22919	7017
A. B. G.	20385	6726
[REDACTED]	[REDACTED]	1956
AETNA	21734	[REDACTED]
IMP	21734	6796
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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ALTA (

ASPEN

ATLANT:

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Bloc

AVALANCHE

BALD E

LITTLE

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**Small Business**



BLACK (

**Abstract**

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BUHLER

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LITTLE

C.S.H.H





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Continuation of Schedule A - Legal Description

Continuation of

137490

Page: 7 of 12

S COUNTY ,CO

ALTA (75% INTEREST)	19105	6191
ASPEN	26020	6512
ATLANTIC CABLE	8072	1136

EXCEPT all that part platted into Atlantic Cable Subdivision and the Atlantic Cable Subdivision, Phase II, and a portion of Lots 9, 28, 31 and 32, Block 20, Town of Rico, and that portion conveyed in Book 57 at page 325.

AVALANCHE	10488	1682
BALD EAGLE	28874	10122
LITTLE JOHNNY	28874	10122
BIG BLUE	23558	7365
DENVER	23428	7601
BLACK CHIEF	10485	1649
PEWTER DOLLAR	24538	8098
BLACK GEORGE	14477	2485
BLACK NIGHT	26510	8135
BUCKEYE & MAC	24156	7894

Described as: Beginning at Corner No. 1 of the Buckeye Lode, which corner is common with Corner No. 1 of the Mac Lode, whence the West Quarter Corner of Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 54 degrees 48 minutes West 1784.2 feet; thence North 45 degrees East 300.0 feet to Corner No. 2 of the Buckeye Lode; thence South 45 degrees East 248.58 feet to the 1/6 Southeast corner of the Buckeye Lode; thence South 45 degrees West 300.00 feet to the Southwest Corner of the Buckeye Lode, which corner is common with the 1/6 Southeast Corner of the Mac Lode; thence South 45 degrees West 300.0 feet to the 1/6 Southwest Corner of the Mac Lode; thence North 45 degrees West 248.58 feet to Corner No. 4 of the Mac Lode; thence North 45 degrees East 300.0 feet to Corner No. 1 of the Mac Lode, the point of beginning.

BUEHLER	1178832	20738
BURCHARD	27326	8070
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 INTEREST)	9213	1040
C.S.H.H.	19757	6286

Continued on next page

LITTLE JACK  
SLIDE TOP  
TIMBERLINE  
TOM THUMB  
CATALPA (1/2)

X-RAY  
LITTLE CASPER  
GOLIATH  
CLAN CAMPBELL  
COBBLER

CONFIDENCE  
CORNUCOPIA  
CREBEC  
CROSS  
D. AND B. B.

DUDESS  
DURANGO

ELLA D.  
ELLIOTT  
ENTERPRISE  
ETHELENA (24)

EVENING STAR

EXCELSIOR NO.  
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Continuation of Schedule A<sup>B</sup> - Legal Description

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
LITTLE JACK HORNER	1179249	20740
SLIDE TOP	1179249	20740
TIMBERLINE	1179249	20740
TOM THUMB	1179249	20740
CATALPA (1/2 INTEREST)	8071	918
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
X-RAY	646888	19665
LITTLE CASPER	646888	19665
GOLIATH	646888	19665
CLAN CAMPBELL	16318	1807
COBBLER	17663	5274
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
CONFIDENCE	20780	6895
CORNUCOPIA	32435	11667
CREBEC	18911	6130
CROSS	7927	940
D. AND B. B.	25142	8539
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
DUDESS	22064	7049
DURANGO	9254	1441
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

ELLA D.	19106	5659
ELLIOTT	9764	1536A
ENTERPRISE	28422	5916
ETHELENA (245/256 INT)	18765	6136
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
EVENING STAR	26956	7565
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
EXCELSIOR NO. 2	26905	8141
[REDACTED]	[REDACTED]	[REDACTED]
EXCELSIOR MILLSITE	9668	1451B
[REDACTED]	[REDACTED]	[REDACTED]
PREMIER	17909	5132
[REDACTED]	[REDACTED]	[REDACTED]
FALCON	12270	2151

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## Continuation of Schedule A- Legal Description

FLORENCE	9667	1452A
FLORENCE MILLSITE	9667	1452B
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
GEM OF BEAUTY	9663	1164
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
GENERAL LOGAN	16416	2476
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
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<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
GRAND VIEW	6761	383
GROUP MILLSITE	29042	11583B
H.B. (2/3 INTEREST)	22008	7013
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
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<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HIGHLAND CHIEF	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LITTLE LULU	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SHEHOCTON	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LITTLE GEORGE EXTENSION	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HAL POINTER	28486	8017
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HELEN C.	29929	7977
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HOMESTAKE & LITTLE CORA		
CONSOLIDATED PLACER	14903	410
West of Dolores River		
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
INGERSOLL	11224	413
IRON CAP	14897	1428
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LAST CHANCE	1060874	20388
LAST CHANCE	27745	8622
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LITTLE BERNARD	20177	6406
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
LONE TREE	29858	12303
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>

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Continuation of Schedule A - Legal Description

Continuation of

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<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	9000	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	10532	6105
MATCHLESS	21733	6739
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
MELVINA	3551	620
MERRIMAC	8170	926
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
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<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
MONARCH	1062424	20387
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
NEW DISCOVERY	10483	1461A
NEW DISCOVERY MILLSITE	10483	1461B
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
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<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
PHOENIX	6701	362
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
PITTSBURGH	7928	941
PLUTO	21101	6985
PRINCETON (63/64 INT)	19530	2258
REDEEMER	30264	12304
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
ROBBER STATE	10126	1464
ROGER TICHBORNE	23828	7784
S.M.G.	29831	7986
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
HOME	25545	8031
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SELENIDE	36681	7459
SHAMROCK	20389	5832
SILVER AGE	40574	5831
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
ROYAL TURK	27914	8020
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>
SILVER GLANCE	29519	6201
<del>XXXXXXXXXX</del>	<del>XXXXXX</del>	<del>XXXXXX</del>

Continued on next page

SILVER GLANC  
SKEPTICAL NO  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
SNOWFLAKE  
STANLEY NO.  
STAR  
STEPHANITE  
STONY POINT  
SUN UP  
SWANSEA  
THOMPSON  
TRAILS END  
UNCLE NED  
UNDINE  
WABASH  
WEIMAR  
ZULU



Continuation of Schedule A - Legal Description

SILVER GLANCE NO. 4 28485 7976  
SKEPTICAL NO. 1 14292 1900

[REDACTED]

SNOWFLAKE 25700 5909

[REDACTED]

STANLEY NO. 3 (2/3 INT) 19393 6095

[REDACTED]

STAR 19756 6199

STEPHANITE 37553 7980

STONY POINT 16727 1489

SUN UP 18912 5910

SWANSEA 6580 434

THOMPSON 29115 6394

TRAILS END 1111727 20568

UNCLE NED 7747 915

UNDINE 8132 1090

WABASH 7492 617

WEIMAR 20178 6513

ZULU 9723 1457

STATE DOCUMENTARY FEE
DATE <u>12/28/09</u>
\$ <u>7.00</u>

(1)  
PERSONAL REPRESENTATIVE'S DEED

200900159065  
Filed for Record in  
DOLORES COUNTY, COLORADO  
LARIITA RANDOLPH  
12-28-2009 At 02:24 pm.  
PERS REP D 26.00  
DOC FEES 7.00  
OR Book 388 Page 341 - 345  
Instrument Book Page  
200900159065 OR 388 341

This deed dated the 9th day of December, 2009, is between Janice Graham, Domiciliary Foreign Personal Representative of the Estate of Wayne Edmond Webster, Deceased, Grantor, and Silver Creek Land, LLC, a Colorado Limited Liability Company, whose address is P.O. Box 1511, Idaho Springs, CO 80542, Grantee;

WHEREAS: Wayne Edmond Webster died on March 14, 2002, in Henderson County, Texas; and

WHEREAS: Janice Graham is now qualified and acting in the capacity of Domiciliary Foreign Personal Representative of the Estate of Wayne Edmond Webster, Deceased, in accordance with the Certificate of Ancillary Filing - Decedent's Estate, which was issued on September 28, 2009, by the District Court in and for the County of Dolores, State of Colorado, Probate Case No. 09 PR 8;

NOW THEREFORE, pursuant to the powers conferred by the Colorado Probate Code, Grantor, for good and valuable consideration, the receipt of which is acknowledged, does hereby convey, assign, transfer, and release unto Grantee, its successors and assigns, all of Grantor's right, title, and interest in and to the following described real property situated in Dolores County, Colorado:

The surface only of the lands more particularly described in Exhibit A attached hereto and incorporated by reference herein (the "Property");

TOGETHER WITH all right, title, and interest of the Estate of Wayne Edmond Webster, Deceased, in and to all real property [excepting only the severed mineral rights ("Shallow Mineral Estate" and "Deep Mineral Estate", as defined hereunder) and that portion of the Homestake - Little Cora Consolidated Placer Claim, Patent No. 14903, U.S. Mineral Survey #410, lying east of



the Dolores River, conveyed, assigned, transferred and released by Grantor to another party or parties by separate Personal Representative's Deed(s)] situate in Township 40 North, Range 10 West and Township 40 North, Range 11 West, of the New Mexico Principal Meridian, whether or not specifically described or enumerated herein;

TOGETHER WITH any after-acquired title to the Property; and

TOGETHER WITH all appurtenances, including but not limited to easements, rights of way, rights of access or use, and water rights appurtenant to or associated with the Property; any or all transferable permits, approvals, and authorizations associated with the Property, and all personal property (including, without limitation, all books, records, files, data, charts, maps, surveys, and drawings) pertaining to or in any way connected with the Property; and structures, whether on the surface or underground, used in connection with the Property to the extent not used in connection with the Shallow Mineral Estate or the Deep Mineral Estate, hereinafter defined.

SUBJECT TO the right of the owner of the oil, gas, and other minerals from the surface down to the elevation of seven thousand (7,000) feet above mean sea level in and under said lands (the "Shallow Mineral Estate") to use so much of the surface of said lands as may be reasonably necessary or convenient for the purpose of conducting operations on the Shallow Mineral Estate or on other property; and

SUBJECT TO the right of the owner of the oil, gas, and other minerals below the elevation of seven thousand (7,000) feet above mean sea level

in and under said lands (the "Deep Mineral Estate") to use so much of the surface of said lands as may be reasonably necessary or convenient for the purpose of conducting operations on the Deep Mineral Estate or on other property; and

SUBJECT TO the right of the United States, the State of Colorado, and their representatives, including the Environmental Protection Agency (EPA) and the Colorado Department of Public Health and Environment (CDPHE) and their officers, employees, agents, contractors, and other representatives, for full and unrestricted access at all reasonable times to the Property for the purpose of conducting any response activity authorized pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, as provided in the Consent Decree and judgment by and between the Estate of Wayne E. Webster, among others as Defendant, and the EPA and the State of Colorado, as Plaintiffs, entered in Civil Action No. 99-MK-1386 (OES) in the United States District Court for the District of Colorado.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first set forth above.

Janice Graham  
Janice Graham,  
Domiciliary Foreign  
Personal Representative  
of the Estate of Wayne  
Edmond Webster, deceased



STATE OF COLORADO )  
 ) ss.  
County of Delta )

The foregoing document was acknowledged before me  
this 9<sup>th</sup> day of December, 2009, by Janice Graham,  
Domiciliary Foreign Personal Representative of the  
Estate of Wayne Edmond Webster, deceased.

Sandra K. Wilson  
Notary Public

My Commission Expires:

6-9-13



My Commission Expires 06/09/2013

EXHIBIT A

<u>CLAIM</u>	<u>MINERAL SURVEY NO.</u>
Eclipse (2/3 interest)	7289
Allegany	1255
Argentine	15233
Bertha S.	1955A
Bertha S. Millsite	1955B
Black Hawk	2060
Black Hawk Extension	20568
Crown Point	76365
D.P.	1980
EBY	7066
Humboldt	15233
James G. Blain	15233
Last Chance	20567
Little Maggie	1211
Missouri	7898
Pasadena	6434
Rico	1859
Royal Tiger	1190
Wedge	20348
Wide Awake	366

Excepting the "Shallow Mineral Estate" and the "Deep Mineral Estate."



STATE OF COLORADO  
DOLORES COUNTY  
Assessed Owner:  
WEBSTER WAYNE E.  
C/O JANICE GRAHAM  
34693 POWELL KESA RD.  
HOTCHKISS CO 81419

CERTIFICATE OF TAXES DUE  
Thru Tax Year 2009

Certificate No 139  
Printed 09/10/2010

SCHEDULE NUMBER 504725200026 M  
TAX DISTRICT 109  
ROLL PAGE 1440

THIS IS VACANT LAND \*

Ordered by: COLORADO LAND TITLE 21000692

===== NOTICE =====  
I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	29.95
SCHOOL DIST RE-23	18.994	82.49		
DOLORES COUNTY	28.013	121.66	2009 TAX AMT	226.60
RICO FIRE PROTECTION	4.968	21.58	2009 TAX PD	226.60-
S W WATER CONS	.200	.87		
TOTALS	\$2.175	226.60		

LEGAL DESCRIPTION OF PROPERTY  
91-3047-252-00-026 FROM: RICO DEVELOPMENT  
100% INTEREST PT. # 14903 M.S. 410 HOMESTEAD (LIME)  
LITTLE COCA CONS PLACERS EAST OF DOLORES RIVER  
LINE SLAKING PLANT B-193 P-324-327 B-238 P-323  
B-266 P-445 LESS 1.77 AC TO RICO PROP. B-272 P-120-122  
B-282 P-345

TAXES HAVE BEEN PAID IN FULL Total Now Due \$ .00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,  
this 10TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
DOLORES COUNTY TREASURER

BY:                       
                    deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described, information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

GENERAL LAND OFFICE

MINERAL CERTIFICATE

No. 17902

No. 317

# THE UNITED STATES OF AMERICA.

To all, to whom these Presents shall come, Greeting:

WHEREAS, In pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there have been deposited in the GENERAL LAND OFFICE of the United States the Plat and Field

Notes of survey and the Certificate, No. \_\_\_\_\_, of the Register of the Land Office at Sake City

in the State of Colorado, accompanied by other evidence, whereby it appears that George E. Foster, W. F. Dinkley and E. H. Olsen

did, on the first day of December, A. D. 1891, duly enter and pay for that certain PLACER mining claim and premises, designated by the Surveyor General as Lot No. two, known as the Blue Lake and Blue Lake consolidated placer mining claim, and embracing a portion of the unreserved public domain.

in the San Juan Mining District, in the County of San Juan and State of Colorado, in the District of Lands subject to sale at Sake City

and bounded, described, and platted as follows, with magnetic variation thirteen degrees and thirty minutes east.

BEGINNING at a corner of a section of fractional section marked on the side of a bar, and opposite side of the bar, in the middle of the bar, the said bar being corner of a survey of 6.05 of fractional section, containing more or less than North fifty six degrees, forty three minutes and thirty six seconds east, one thousand and thirty three and four tenths feet distant, and a spruce tree fourteen inches in diameter marked at




79  
Cor. 1 Cor. 410 bears north thirty-seven degrees and thirty minutes east one hundred and sixty feet distant.

Thence, first course, north thirty-five degrees and twenty-nine minutes west five hundred and seventy-five feet to corner of D. 2 an aspen post four inches square, marked on one side Cor. 2, and on opposite side Duv. 410, in mound of stone, from which a cross cut on face of Rock in place bears north sixty-four degrees and fourteen minutes east twenty-six and seven tenths feet distant. The north east corner of house of D. 2 bears south forty-four degrees and seven minutes west eighty-one feet distant; the head of ditch of D. 2 bears north fourteen degrees and forty-six minutes east four hundred and eighty-five feet distant, and corner of D. 3 of the old Lilly Lodge claim bears south thirty-five degrees and twenty-nine minutes east forty and three tenths feet distant.

Thence, second course, north eighty-eight degrees and forty-seven minutes west sixty-five feet to corner of D. 3, a spruce post four inches square marked on one side Cor. 3, and on opposite side Duv. 410, in mound of earth.

Thence, third course, north six degrees and thirty minutes east three hundred and twelve feet east bank of D. 2 Doves; four hundred and nine feet west bank of said river; five hundred and sixty-five feet west bank of said river; one thousand and one feet west bank of said river; one thousand three hundred and thirty-four feet west bank of said river; one thousand three hundred and ninety feet east bank of said river; one thousand six hundred and seventy-two feet east bank of said river; two thousand and eighty-four feet west bank of said river; two thousand two hundred and five and six tenths feet to

The length  
of D. Lau-  
ced. m.  
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about  
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each from  
the north  
forty-four  
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Thereby fourth course, north fifty-eight de-  
grees and forty-four minutes west four hundred  
(and ninety-eight and three tenths feet to cor-  
ner st. 5, a spruce post four inches square marked  
on one side Ca 5 and on opposite side Tur #10,  
on mound of stones, the same being corner  
st. 1 of the Valley lode claim, from which the head  
of ditch st. 1 bears south eight degrees and twenty  
six minutes east three hundred and forty-  
three feet distant.

Thence, fifth course, north eighteen degrees  
and twenty minutes east one thousand and  
thirty-one and four tenths feet to corner No. 6,  
an aspen post four inches square, marked on  
one side on 6 and on other side 410; the mound  
of stone, from which a space two twenty-four  
inches in diameter marked on 6 and 410 bears  
north forty-three degrees and twenty-five  
minutes west one thousand and fifty feet  
distance.

Thence, sixth course, north seventy-eight  
degrees west, seven hundred and thirty-five  
feet east bank of said river, light rounded  
and eighty-eight and fifty-five; sur-  
rounded by the corner Co. 7, a square post four  
inches square marked on one side Co 7 and  
on opposite side Sur 40, in mound of stones,  
from which a spruce tree eleven inches in  
diameter marked B. S. Co 7 Sur 40 bears north  
fifty-three degrees and seventeen minutes  
east one hundred and fifty feet distant.

Three, seven, the width, 20 ft. two thousand  
four hundred and ninety-four and sixty-  
three hundredths feet to corner ch. S, a plank  
post four inches square, marked on one side



cor 8 and on opposite side fur 40 yds mound  
of earth, from which the southeast corner of  
said cor 8 bears south fifty-eight degrees  
and thirty minutes east three hundred  
and twenty-five feet distant.

Thence eighth course south twenty degrees  
and thirty minutes east one thousand  
one hundred and eighty-seven and six  
tenths feet to corner cor 9 a space of four  
inches square marked on one side cor 9 and  
on opposite side fur 40 yds mound of stones,  
the same being the northeast corner of the  
said lot 10, from which corner cor 9 of the  
townsite of it bears south fifty degrees and  
forty-eight minutes west seven hundred and  
sixteen and five tenths feet distant.

Thence ninth course south two hundred  
and sixty-one and four tenths feet to corner  
cor 10, a space of four inches square marked  
on one side cor 10 and on opposite side fur 40 yds  
mound of earth.

Thence tenth course south seventy-three  
degrees and ten minutes east one hundred  
and forty-five feet west four hundred  
two hundred and five and six tenths feet  
to corner cor 3 of said survey cor 365 3/4 seven hun  
dred and thirty-three and six tenths feet to cor  
ner cor 1, the place of beginning; said lot of 4500 ft  
containing sixty-three acres and forty-three hundredths  
of an acre of land, more or less.

NOW KNOW YE, That there is therefore hereby GRANTED by the UNITED STATES unto the said

*Wm. Spencer, George C. Foster, W. H. Drunkle and  
C. H. Ellwood*

and to *their heirs* and assigns, the said placer mining premises herein-  
before described,

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of  
whatsoever nature thereunto belonging unto the said grantees above named, and to *their heirs*  
and assigns forever; subject nevertheless to the following conditions and stipulations:

First. That the grant hereby made is, restricted in its exterior limits to the boundaries of the said mining premises, and to any  
veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, which may  
have been discovered within said limits subsequent to and which were not known to exist on the *fourteenth*  
day of *March*, A. D. one thousand eight hundred and *eighty-two*.

Second. That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other  
valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly  
excepted and excluded from these presents.

Third. That the premises hereby conveyed may be entered by the proprietor of any vein or lode of quartz or other rock in  
place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, for the purpose of extracting and removing the ore  
from such vein or lode, should the same, or any part thereof, be found to penetrate, intersect, pass through, or dip into the mining  
ground or premises hereby granted.

Fourth. That the premises hereby conveyed shall be held subject to any vested and accrued water rights for mining, agricultural,  
manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized  
and acknowledged by the local laws, customs, and decisions of courts.

Fifth. That in the absence of necessary legislation by Congress, the Legislature of *Colorado* may  
provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to the  
complete development thereof.

IN TESTIMONY WHEREOF I, *Benjamin Harrison*, PRESIDENT OF THE UNITED  
STATES OF AMERICA, have caused these letters to be made PATENT, and the SEAL OF THE GENERAL LAND OFFICE to be hereto  
affixed.

GIVEN under my hand at the City of Washington the *third* day  
of *May*, in the year of our Lord one thousand eight hundred  
and *eighty-two*, and of the INDEPENDENCE OF THE UNITED STATES  
the one hundred and *thirtieth*.

BY THE PRESIDENT:

*Benjamin Harrison*

By *H. M. Kear*

Secretary.

*D. Tyler*

Recorder of the General Land Office.

*ad interim*

GENERAL LAND OFFICE

No. *14925*

THI

WHEREAS, In pur

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Notes of survey and the Cert

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PLACER mining claim and p

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the County of *the*

of *Colorado*

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BEGINNING at

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*sixth River*

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137548

Page: 1 of 3

CORRECTION WARR'NTY DEED

THIS DEED, Made this 21<sup>st</sup> day of FEBRUARY, 1997  
between RICO PROPERTIES LIMITED LIABILITY COMPANY  
P.O. BOX 220  
RICO, CO 81332

of the COUNTY OF DOLORES in State of COLORADO  
grantor, and  
Rico Development Corporation, a Colorado Corporation

whose legal address is 1/2 WAYNE WEBSTER PO BOX 592  
of the CITY OF ATHENS and State of TEXAS 75751, grantee  
WITNESSETH That the grantor, for and in consideration of the sum of

TEN AND 00/100 DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATION

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the COUNTY OF DOLORES and State of Colorado less (then) as follows:

SEE Schedule APLLC/RDC - A

ANNEXED HERETO AND INCORPORATED HEREIN

also known as, street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions and reversion, remainder, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for him self, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and undivided, estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

SEE RICO APLLC/RDC - 1 ANNEXED HERETO AND INCORPORATED HEREIN

The grantor shall defend WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession, title, privity, fixtures and assigns, against all and every person or persons lawfully claiming the same or any part thereof. The grantor further shall defend the privity, title, and its heirs and assigns, of the premises above granted, aforesaid, IN WITNESS WHEREOF, the grantor has executed this deed, at the place set forth above.

RICO PROPERTIES LIMITED LIABILITY COMPANY  
by Stanley A. Foster  
STANLEY A. FOSTER, MANAGER

STATE OF COLORADO  
COUNTY OF DOLORES

That I, Stanley A. Foster, was acknowledged before me this 21<sup>st</sup> day of February, 1997  
STANLEY A. FOSTER, MANAGER OF RICO PROPERTIES LIMITED LIABILITY COMPANY

Notary Public in and for the State of Colorado

Witness my hand and official seal

Carlene L. Hitt  
Notary Public  
Clack

CORRECTION WARRANTY DEED  
SCHEDULE RPLLC/ RDC - A

FOLEY ASSOCIATES, INC.  
CIVIL ENGINEERING AND LAND SURVEYING  
P. O. BOX 1385  
TELLURIDE, CO 81435  
970-728-6153

LEGAL DESCRIPTION

Portions of the Martha Lode, MS 20619, Pioneer Mining District, Dolores County, Colorado, further described as follows:

A strip of land being 24 feet wide, lying 12 feet on each side of the following described centerline:

Beginning at a point on Line 2-3 of said Martha Lode which is at the centerline of the St. Louis tunnel, from which Corner 4 of said Martha Lode, being a 2" iron pipe with brass cap, bears N 07°23'16" W 1029.52 feet, and the southwest corner of Section 24, T40N, R11W, NMPM, being a BLM brass cap monument, bears N 68°55'45" W 1294.14 feet; Thence S 66°46'55" W 354.29 feet; Thence S 35°03'45" W 31.85 feet; Thence N 41°50'47" W 54.84 feet; Thence N 47°26'11" W 30.60 feet; Thence N 72°36'08" W 41.21 feet; Thence S 78°56'13" W 66.10 feet; Thence S 36°43'46" W 30.79 feet; Thence S 53°47'53" W 42.12 feet more or less to Line 6-7 of the Homestake and Little Cora Consolidated Placer MS 410, Pioneer Mining District,

AND

Beginning at a point from which Corner 4 of said Martha Lode, being a 2" iron pipe with brass cap, bears N 11°59'45" E 1209.97 feet, and the southwest corner of Section 24, T40N, R11W, NMPM, being a BLM brass cap monument, bears N 52°41'10" W 1035.75 feet; Thence S 67°34'00" E 40.40 feet; Thence S 22°26'00" W 50.30 feet; Thence N 67°34'00" W 40.40 feet; Thence N 22°26'00" E 50.30 feet to the Point of Beginning

The bearings for this legal description are based upon the centerline of Glasgow Avenue in the Town of Rico, as monumented by brass cap monuments LS 24954 at the street intersections, being the historic bearing of S 02°06'00" E

 137548  
Page: 2 of 3  
02/21/1997 03:52P BK 279 PG 130 CORR0  
REC 16.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO



J. David Foley

PLS #24954

Q:\doc\legals\martha leg



CORRECTION WARRANTY DEED  
AIDER RPLLC/RDC-1

This conveyance is intended to correct the Warranty Deed dated November 14, 1994, between Rico Development Corporation ("RDC"), as grantor, and Rico Properties Limited Liability Company ("RPLLC"), as grantee, recorded on November 29, 1994, in Dolores County in book 266, pages 445-458 (the "Original Deed"). It was intended by RDC and RPLLC that only such portion of the Martha Lode (Patent No. 1115034, Mineral Survey No. 20619) not carrying with it any environmental, or other, liability associated with, relating to, or arising from, the St. Louis Tunnel and its effluent discharge be conveyed to RPLLC pursuant to the Original Deed. RDC and RPLLC did not intend for RPLLC to take title to the property specifically described in this Correction Warranty Deed (the "Correction Deed Property"). The parties were under the mistaken belief that the Correction Deed Property was within that portion of the Homestake and Little Cora Consolidated Placer, east of the Dolores River bordering on the Martha Lode, that was retained and was not conveyed by RDC to RPLLC in the Original Deed. It was recently discovered that the Correction Deed Property is not within that portion of the Homestake and Little Cora Consolidated Placer, east of the Dolores River bordering on the Martha Lode, but instead is in a portion of the Martha Lode that was erroneously and mistakenly conveyed to RPLLC by RDC in the Original Deed. Hence, this Correction Warranty Deed hereby corrects the erroneous and mistaken conveyance of the Correction Deed Property that occurred in the Original Deed.

This conveyance is less and except a perpetual easement of ingress and egress for the benefit of Rico Properties Limited Liabilities, its Grantors and Assigns, over the herein described property, but only to the extent that such reserved easement does not create any environmental, or other, liability associated with, relating to, or arising from, the St. Louis Tunnel and its effluent discharge.

This conveyance is together with and includes any and all hereditaments, appurtenances, water rights and mineral rights, above or beneath the surface of the property associated with, relating to, or arising from, any environmental, or other, liability of the St. Louis Tunnel and its effluent discharge.

 137548  
Page: 3 of 3  
02/21/1997 03:52P BK 279 PG 131 CORR  
REC 16.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

QUITCLAIM DEED

Grantor(s) CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation, and CRYSTAL OIL COMPANY, a Louisiana corporation, whose address is 229 Milam, Street, Shreveport, Louisiana 71101, Parish of Caddo, and State of Louisiana, for the consideration of Ten Dollars and other good and valuable consideration (no actual consideration)--- Dollars, in hand paid, hereby sell(s) and quitclaim(s) to RICO PROPERTIES, LLC, a Colorado limited liability company, whose address is 11 South Glasgow Avenue, Box 220, Rico, Colorado 81332, County of Dolores, and State of Colorado, the following real property, in the County of Dolores and State of Colorado to wit:

EXEMPT DOCUMENTARY FEE  
Date SEPT 17, 1998  
EXEMPT

See Exhibit "A" attached hereto and by reference incorporated herein

also known as street and number

assessor's schedule or parcel number

with all its appurtenances

Signed this 4th day of September, 1998

CRYSTAL EXPLORATION AND  
PRODUCTION COMPANY, a  
Florida corporation

By

Jeffery A. Ballew, Vice President

CRYSTAL OIL COMPANY, a  
Louisiana corporation

By

Jeffery A. Ballew, Senior Vice President

STATE OF LOUISIANA )

PARISH OF BOSSIER )

The foregoing instrument was acknowledged before me this 4th day of September, 1998, by Jeffery A. Ballew as Vice President of Crystal Exploration and Production Company, a Florida corporation, and by Jeffery A. Ballew as Senior Vice President of Crystal Oil Company, a Louisiana corporation.

Witness my hand and official seal

My commission expires

Gloria L. Huebner  
Notary Public

NOTARY PUBLIC  
BOSSIER PARISH, LOUISIANA  
MY COMMISSION EXPIRES FOR LIFE

139874 09/17/1998 08:45A B289 P351 000  
1 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY





THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, STATE OF COLORADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TOWNSHIP, RANGE AND SECTION (ALL WITH REFERENCE TO THE N.M.P.M.), AS FOLLOWS:

TOWNSHIP 41 NORTH, RANGE 10 WEST  
SECTION 14: SW/4 NE/4  
                    NW/4 SE/4  
SECTION 35: SE/4 NW/4  
                    E/2 SW/4

TOWNSHIP 46 NORTH, RANGE 10 WEST  
SECTION 2: NE/4 NW/4  
                    E/2 SE/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at page 79.

THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, COLORADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TOWNSHIP, RANGE AND SECTION (ALL WITH REFERENCE TO THE N.M.P.M.) AS FOLLOWS:

TOWNSHIP 46 NORTH, RANGE 10 WEST  
SECTION 26: SW/4 SE/4  
SECTION 29: N/2 NE/4  
                    NE/4 NW/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at page 103.

AND

A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10 degrees West 676 feet to the Southeast corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1 degrees 11 minutes West 1052.6 feet to Northeast Corner of J.M. Acker or Winkfield claim; thence North 4 degrees 3 minutes West 100 feet to the Northwest corner, a post; thence North 87 degrees 54 minutes East 153.8 feet to a post in the center of River Street; thence South 2 degrees 6 minutes East 350 feet along the center line of River Street to a post; thence South 87 degrees 54 minutes West 30 feet to a post on the west line of River Street; thence South 2 degrees 6 minutes East 600 feet along the West line of River Street to a post; thence North 87 degrees 54 minutes East 476 feet to the Southeast Corner of Block 38; thence North 2 degrees 6 minutes West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87 degrees 54 minutes East 116 feet to the Southeast Corner of Block 10; thence North 2 degrees 6 minutes West 54 feet to a post; thence South 68 degrees 42 minutes East 486.1 feet to the place of beginning.

AND

Little Ada North Tract as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 231 at page 496 and 497 and in Book 238 at page 339.

AND

Lots 3, and 4, Block 1, Town of Rico, according to the plat filed in the office of the Clerk and Recorder,

County of Dolores,  
State of Colorado.

EXHIBIT "A"

139874 09/17/1998 08:45A B265 P351 OGD  
1 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY

139874 09/17/1998 08:45A B265 P352 OGD  
2 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY



The following described property, all located within the Rico  
Townsite, Town of Dolores, State of Colorado, according to the  
plat and other documents of record in the Office of the Clerk  
and Recorder of Dolores County:

Block 1	Lots 17, 18, 19, and 20
Block 2	Lots 9, 10, 11 and 12
Block 4	Lots 39 and 40
Block 9	Lots 19, 20, 21, 22 and 23
Block 10	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40
Block 11	Part of Lots 2, 3 and 4 Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 Part of Lots 32, 33 and 34
Block 12	Lots 23, 24, 25 and 26
Block 13	Lots 12, 13, 14, 15 and 16
Block 14	Lots 21, 22, 23, 24, 25, 26, 27, 28, Lots 36, 37, 38, 39 and 40
Block 15	Lots 33 and 34
Block 25	Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14 15, 16, 17, 18, 19, 20, 35, 36, 37, 38 39 and 40
Block 28	Lots 3, 4 and the West 80' of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20
Block 30	Lots 3, 4, 5 and 6
Block 38	Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40
Block 39	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40

AND

Parcels 1 and 2, original ATLANTIC CABLE SUBDIVISION, according  
to the plat recorded in the office of the Clerk and Recorder in  
Book 238 at page 319,

AND

Tracts B, C and D as described in United States Patent for the  
Townsite of Rico, recorded December 15, 1891 in Book 17 at page  
394 in the office of the Clerk and Recorder, EXCEPT all that  
part of Tract C Conveyed in Book 57 at page 374.

139874 09/17/1998 08:45A B289 P352 OCD  
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3 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY



AND

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico, more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B.T. Corner 31 T.R. bears North 43 degrees 58 minutes East 45.6 feet distant; thence South 10 degrees West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51 degrees 20 minutes East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10 degrees 20 minutes East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82 degrees 45 minutes West 5 feet distant; thence South 51 degrees 20 minutes West 516.7 feet to Corner No. 1, the place of beginning,

AND

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10 degrees West 270 feet; thence North 80 degrees West 400 feet; thence North 10 degrees East 270 feet; thence South 80 degrees East 400 feet to place of beginning,

AND

A tract of land located within Townsite of Rico bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows: Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10 degrees East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southwest Corner of Tract deeded to Max Boehmer October 10, 1902; thence North 51 degrees 20 minutes East 511 feet to a point which is also the Southeast Corner Max Boehmer tract; thence North 10 degrees 20 minutes East 629.3 feet to a point which is also Corner No. 32 Amended Survey Rico Townsite; thence North 18 degrees 40 minutes West 178.3 feet to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the South boundary of Winkfield Tract (west of the Dolores River); thence South 80 degrees East 399.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1904; thence South 40 degrees 04 minutes West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 24 degrees 30 minutes East 350 feet to a point which is also the Southwest Corner Pasadena Reduction Co. tract; thence South 5 degrees 18 minutes West 801 feet to a point which is also the Northeast Corner A.E. Arms Tract; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as "Pasadena Mill Property" and "North A.E. Arms Tract"

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139874 09/17/1998 08:45A B289 P354 QCD  
4 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY

A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows:

Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80 degrees East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80 degrees 50 minutes East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2 degrees 10 minutes West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; thence North 80 degrees West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East Side line of Rico Graveyard; thence North 10 degrees East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0 degrees 36 minutes West 275.02 feet distant; thence North 10 degrees East 301.53 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 151.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 6 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portion conveyed in Book 253 at page 1.

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AND

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5 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY

A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10 degrees West 676 feet to the Southeast corner which is also Corner No. 17 of Rico Townsite; thence West 1021.0 feet to the Southwest corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1 degrees 52 minutes West 1052.6 feet to Northeast Corner of J.M. Acker or Winkfield Claim; thence North 4 degrees 3 minutes West 100 feet to the Northwest corner, a post; thence North 07 degrees 54 minutes East 153.0 feet to a post in the center of River Street; thence South 2 degrees 6 minutes East 350 feet along the center line of River Street to a post; thence South 07 degrees 54 minutes West 30 feet to a post on the west line of River Street; thence South 2 degrees 6 minutes East 600 feet along the West line of River Street to a post; thence North 07 degrees 54 minutes East 476 feet to the Southeast Corner of Block 38; thence North 2 degrees 6 minutes West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 07 degrees 54 minutes East 116 feet to the Southeast Corner of Block 10; thence North 2 degrees 6 minutes West 54 feet to a post; thence South 60 degrees 42 minutes East 406.1 feet to the place of beginning.

AND

A tract of land referred to as "Roys Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33 degrees 31 minutes 46 seconds East 213.0 feet and Northeast Corner of Tremble Tract is North 01 degrees 11 minutes West 10.4 feet; thence North 1 degrees 52 minutes West 910.7 feet to Northeast Corner (var. 12 degrees 42 minutes East); thence South 00 degrees 8 minutes West 620.6 feet to Northwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 minutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East); thence South 27 degrees 39 minutes East 705.0 feet to Southwest Corner; thence South 01 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

AND

A tract of land located within Townsite of Rico bounded as follows:

On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 20; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed, EXCEPT all that portion conveyed in Deed recorded in Book 197 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.

AND

A tract of land located within Townsite of Rico bounded as follows:

On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also described as R.G.S. Tract South



A tract of land located within Townsite of Rico described as follows:

A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.

AND

The abandoned Rio Grande Southern Railroad Right-of-way extending through the Townsite of Rico.

AND

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

Little Ada Tract North, as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

Little Ada Tract South, as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10 degrees West 1130 feet from Corner No. 31; thence South 10 degrees West 240 feet to a point; thence South 80 degrees East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8 degrees 30 minutes East 240.1 feet to a point; thence North 80 degrees West 724 feet to the place of beginning.

AND

A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 27 (var. 13 degrees 45 minutes East), whence Northeast Corner of same is North 1 degree 55 minutes West; thence South 37 degrees 50 minutes 37 seconds West 222.2 feet to Northeast Corner of tract being conveyed; thence South 4 degrees 3 minutes East 688 feet to Southeast Corner; thence North 81 degrees 11 minutes West 253 feet to Southwest Corner; thence North 4 degrees 3 minutes West 688 feet to Northwest Corner; thence South 81 degrees 11 minutes East 253 feet to Northeast Corner, the place of beginning.

AND

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as

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follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5 degrees 49 minutes East 866 feet; thence North 88 degrees 11 minutes West 253 feet to Corner No. 2; thence North 27 degrees 17 minutes West 481 feet to Corner No. 3; thence South 22 degrees 12 minutes East 462.1 feet to Corner No. 4; thence South 5 degrees East 200 feet to Corner No. 5; thence South 49 degrees 10 minutes West 451 feet to Corner No. 6; thence South 80 degrees East 652 feet to Corner No. 7; thence North 1 degree 52 minutes West 600 feet to Corner No. 1, the place of beginning, all lying East of the Dolores River.

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CLAIMS LOCATED IN THE RICO MINING DISTRICT (A) TO KNOWN AS THE  
PIONEER MINING DISTRICT) DOLORES COUNTY, STATE OF COLORADO, THE  
UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL  
SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN  
THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF  
DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
BED ROCK	28253	8030
CHESTNUT	6580	435
COLUMBIA MILLSITE	10202	365B
ELLIOTT MILLSITE	9764	1536B
EVENING CALL	29041	8029
FRANKLIN	7366	564
GOLDEN FLEECE	14294	2261
HILLSIDE	23559	7994
HILLSIDE NO 2	23559	7994
ISABELLE	12321	2039
LUCY	12933	1456
NEW YEAR	15070	1538
TELEGRAPH	7457	780
W. L. STEPHENS	22919	7017
A.B.G.	20305	6726
AETNA	11399	1956
AETNA	21734	6796
IMP	21734	6796
SAW TOOTH	21734	6796
UTE	21734	6796
ALTA (75% INTEREST)	19105	6191

APEX 29042 11583A  
CASHIER 37034 15233  
WORLDS FAIR 37034 15233  
ASPEN 26020 6512  
LAST CHANCE 26020 6512  
ATLANTIC CABLE 8072 1136  
EXCEPT all that part platted into Atlantic Cable  
Subdivision and a portion of Lots 9, 28, 31 and 32,  
Block 20, Town of Rico, and that portion conveyed  
in Book 57 at page 325.

AVALANCHE	10488	1682
AZTEC MILL SITE	10201	367B
BALD EAGLE	28874	10122
CALEDONIA	28874	10122
LITTLE JOHNNY	28874	10122
BELL	28159	5911
BIG BLUE	23558	7365
BARNUM	23558	7365
BIG STRIKE	23428	7601
DENVER	23428	7601
INDEPENDENT	23428	7601
BLACK CHIEF	10485	1649
BLACK CLOUD	24538	8098
PEWTER DOLLAR	24538	8098
BLACK GEORGE	14477	2485
BLACK NIGHT	26510	8135
BRITTLE SILVER	36682	7458
BUCKEYE & MAC	24156	7894

Described as: Beginning at Corner No. 1 of the Buckeye  
Lode, which corner is common with Corner No. 1 of the Mac Lode,  
whence the West Quarter Corner of Section 23, Township 40 North,  
Range 11 West, N.M.P.M., bears North 54 degrees 48 minutes West  
1784.2 feet; thence North 45 degrees East 300.0 feet to Corner  
No. 2 of the Buckeye Lode; thence South 45 degrees East 248.58  
feet to the 1/6 Southeast corner of the Buckeye Lode; thence  
South 45 degrees West 300.00 feet to the Southwest Corner of the  
Buckeye Lode, which corner is common with the 1/6 Southeast  
Corner of the Mac Lode; thence South 45 degrees West 300.0 feet  
to the 1/6 Southwest Corner of the Mac Lode; thence North 45  
degrees West 248.58 feet to Corner No. 4 of the Mac Lode; thence  
North 45 degrees East 300.0 feet to Corner No. 1 of the Mac  
Lode, the point of beginning.

BUEHLER	1178032	20738
BULLION	23279	7599
BURCHARD	27326	8070
HARDSCRABBLE	27326	8070
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 INTEREST)	9213	1040
C.S.H.H.	19757	6286

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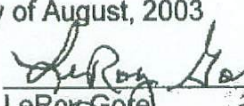
**RESOLUTION TO ABATE ASSESSMENT  
08-03-27**

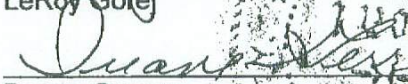
The Treasurer reported to the Board of County Commissioners that a property is under investigation for contamination. Tax Certificated have been sold by the County on said property. The property is being taxed under Parcel 9100001880 by the Assessor's Office. The property is The Martha Lode M.S. 20619.

The Board of County Commissioners determines under CRS 39-1-104 (ii) (B) (1). The Board of County Commissioners has the right to declare that the assessments be temporarily abated until a determination can be made on the contamination problem.

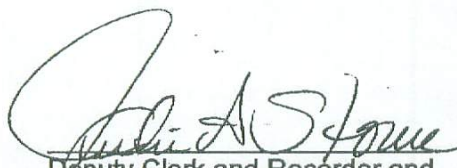
Upon a motion made, seconded, and passed unanimously passed, the Board of County Commissioners directed that the assessment under Parcel No. 9100001880 be temporarily abated, and that the County Treasurer be directed to redeem and ask for the return of all outstanding certificates issued by the County Treasurer's office and to pay the taxpayers the sums that they are entitled to by law.

DONE AND SIGNED this 18<sup>th</sup> day of August, 2003

  
LeRoy Gote

  
Duane Gerren

  
Cliff Bankston

  
Deputy Clerk and Recorder and  
Clerk to the County Commissioners  
of Dolores County, Colorado

**CERTIFICATION**

I certify that the above and foregoing RESOLUTION NO. 08-03-27 is a true and correct copy of the same as it appears in the Minutes of the Board of County Commissioners for Dolores County, Colorado, and that the votes upon the same are true and correct.

Dated this 18 day of August, 2003.

Deputy Clerk and Recorder, and Clerk to the  
Board of the County Commissioners of Dolores County, Colorado

STATE OF COLORADO  
DOLORES COUNTY  
Assessed Owner:  
RICO DEVELOPMENT CORPORATION  
C/O JANICE GRAHAM  
34693 POWELL MESA ROAD  
HOTCHKISS CO 81419

CERTIFICATE OF TAXES DUE  
Thru Tax Year 2009

Certificate No 159  
Printed 09/29/2010

SCHEDULE NUMBER  
TAX DISTRICT 109

504525200057 R

\* THIS IS VACANT LAND \*

Ordered by: COLORADO LAND TITLE

===== N D T I C E =====  
I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	.04	
SCHOOL DIST RE-2J	18.994			2006-CERT #	6123
DOLORES COUNTY	28.013			CERT AMT DUE	76.98
RICO FIRE PROTECTION	4.968				
S W WATER CONS	.200				
TOTALS	52.175				

LEGAL DESCRIPTION OF PROPERTY  
91-5045-252-00-057 FROM: RICO PROPERTIES, LLC  
100% INT. IN A PORTION OF THE MARTHA LODGE M.S. #20619  
PAT. #1115034 24,25-40-11 B-193 P-324-327 B-238 P-323  
B-266 P-445 B-279 P-129-131

ZERO TAX ON CURRENT ROLL

Total Now Due \$76.98

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,  
this 29TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
DOLORES COUNTY TREASURER

BY: \_\_\_\_\_

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.



STATE OF COLORADO  
DOLORES COUNTY  
Assessed Owner:  
RICO PROPERTIES L.L.C.  
P.O. BOX 924  
DOLORES CO 81323

CERTIFICATE OF TAXES DUE  
Thru Tax Year 2009

Certificate No 155  
Printed 09/28/2010

SCHEDULE NUMBER 504724300027 M  
TAX DISTRICT 109  
ROLL PAGE 1243

† THIS IS VACANT LAND †

Ordered by: Colorado Land Title 21000675

===== N O T I C E =====  
I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:	24.36		
SCHOOL DIST RE-2J	18.994	67.09				
DOLORES COUNTY	20.013	98.95			2009 TAX AMT	184.30
RICO FIRE PROTECTION	4.968	17.55			2009 TAX PD	184.30-
S W WATER CONS	.200	.71				
TOTALS	52.175	184.30				

LEGAL DESCRIPTION OF PROPERTY:  
31-5047-243-00-027 FROM: RICO DEVELOPMENT  
MARTHA N.S. 20619 100% INTEREST  
MERVIN PAT. #1115034 24,25-40-11 B-193 P-324  
B-238 P-323 B-246 P-445 B-350 P-252(LIS PENS)  
B-378 P-2(SA) B-382 P-271 (REL LIS PENS)

TAXES HAVE BEEN PAID IN FULL

Total Now Due \$0.00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,  
this 28TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
DOLORES COUNTY TREASURER

BY: My Deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

Pueblo 058327

# The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, in pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there have been deposited in the General Land Office of the United States the Plat and Field Notes of Survey and the Certificate of the Register of the Land Office at Pueblo, Colorado, accompanied by other evidence whereby it appears that The St. Louis Smelting and Refining Company

has entered and paid for the Mervin and Martha lode mining claims

designated as Survey No. 20619, embracing a portion of Sections twenty-four, twenty-five, and twenty-six in Township forty north of Range eleven west of the New Mexico Principal Meridian, in the Pioneer Mining District, Dolores County, Colorado,

and bounded, described, and platted as follows: Beginning for the description of the Mervin lode claim, at corner No. 1, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 1 - Me20619, in mound of earth and stone, from which the southwest section corner of Section twenty-four in Township forty north of Range eleven west of the New Mexico Principal Meridian, bears north twelve degrees five minutes twenty-seven seconds east three hundred thirty-two and fourteen hundredths feet distant;

Thence, first course, south forty-four degrees fifty minutes east eighty-three and eighty-two hundredths feet intersect line 9 - 1, an east line, of U. S. Forest Service Tract; two hundred fifty-five and sixty-three hundredths feet intersect line 6 - 7 of Survey No. 410, the Homestake and Little Cora Consolidated placer claim; six hundred twenty-

RECORD OF PATENTS: Patent Number

1115034

U. S. GOVERNMENT PRINTING OFFICE 0-7432



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seven and ninety-seven hundredths feet to corner No. 2, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 2 - Me1 - Ma20619, in mound of earth and stone;

Thence, second course, north twenty-eight degrees east two hundred eleven and eighty-seven hundredths feet intersect line 6 - 7 of said Survey No. 410; one thousand two hundred eighty-five and forty-seven hundredths feet intersect line 3 - 4 of the Madam De Farge lode claim, unsurveyed at north seventy-eight degrees fifty-nine minutes east six hundred nineteen and ninety-one hundredths feet from corner No. 4; one thousand five hundred feet to corner No. 3, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 3- Me4 - Ma, 20619, in mound of earth and stone;

Thence, third course, north forty-four degrees fifty minutes west one hundred sixty and forty-nine hundredths feet intersect line 1 - 2 of said Madam De Farge lode claim; three hundred thirteen and nine hundred eighty-five thousandths feet to a point from which discovery shaft bears south twenty-eight degrees west one hundred feet distant; three hundred seventy-one and ninety-six hundredths feet intersect line 5 - 9 of the E.R.G. lode claim, Survey No. 7013, at north seventy-seven degrees forty-one minutes east two hundred twenty and fifty-six hundredths feet from corner No. 5; six hundred twenty-seven and ninety-seven hundredths feet to corner No. 4, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 4 - Me 20619, in mound of earth and stone;

Thence, fourth course, south twenty-eight degrees west one hundred twenty-seven and ninety-eight hundredths feet intersect line 5 - 6 of said E.R.G. lode claim, also line 3 - 4 of the H. B. lode claim, Survey No. 7013, at north twelve degrees fifteen minutes west one hundred eighteen

and three-tenths feet from corners Nos. 5 and 4, respectively; two hundred eighty-two and ninety-seven hundredths feet intersect line 4 - 1 of said H. B. lode claim, at south seventy-seven degrees forty-five minutes west one hundred and fifteen hundredths feet from corner No. 4; four hundred ninety-nine and eighty-nine hundredths feet intersect line 1 - 2 of said Madam De Farge lode claim; five hundred ninety-two and thirty-six hundredths feet intersect line 3 - 4 of Survey No. 1518, the Dolores Park Mill Site claim, at north fifteen degrees forty-two minutes west eighty-two and fifty-seven hundredths feet from corner No. 4; six hundred forty-four and nine hundredths feet intersect line 4 - 1 of said Madam De Farge lode claim, at north eleven degrees one minute west one hundred eighty-seven and ninety-six hundredths feet from corner No. 4; six hundred eighty-two and eighty-four hundredths feet intersect line 4 - 5 of said Survey No. 1518, at south eighty-nine degrees thirty-nine minutes west sixty-four and eighty-two hundredths feet from corner No. 4; one thousand two hundred ninety-two and fifty-nine hundredths feet intersect said line 9 - 1 of the U. S. Forest Service Tract; one thousand five hundred feet to corner No. 1, the place of beginning; the survey of the lode claim, as above described, extending one thousand five hundred feet in length along said Marvin vein or lode;

Beginning, for the description of the Martha lode claim, at corner No. 1, identical with corner No. 2 of said Marvin lode claim, from which said section corner bears north twenty-five degrees fifty-one minutes fifteen seconds west eight hundred fifty-five and seventy-six hundredths feet distant;

Thence, first course, south forty-four degrees fifty minutes east four hundred sixty-two and seventy-seven hundredths feet intersect line 5-6 of said Survey No. 410, at south eighteen degrees twenty minutes west four hundred fifty-nine and sixty-four hundredths feet from corner No. 6; five



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hundred thirty-five and nine hundredths feet intersect line 2 - 3 of the Denver lode claim, Survey No. 7601, at south twenty degrees thirty-eight minutes west two hundred seventy-nine and ninety-two hundredths feet from corner No. 3; five hundred eighty-one and forty-seven hundredths feet intersect line 1 - 2 of said Denver lode claim, also line 1 - 2, a north side line, of the Big Strike lode claim, Survey No. 7601; six hundred twenty-four feet to corner No. 2, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 2 - Ma20619, in mound of earth and stone;

Thence, second course, north twenty-eight degrees east seventeen and sixty-six hundredths feet intersect line 1 - 2 of said Denver lode claim, also said line 1 - 2 of the Big Strike lode claim; three hundred nineteen and five hundredths feet intersect line 3 - 4 of said Denver lode claim, at south sixty-nine degrees ten minutes east one hundred twenty-one and seventy-seven hundredths feet from corner No. 3; five hundred forty-four and thirty-one hundredths feet intersect line 3 - 4 of the Zig Zag lode claim, unsurveyed, at south thirty degrees east five hundred eight and thirty-two hundredths feet from corner No. 4; one thousand two hundred fifty-one and eighty-three hundredths feet intersect line 1 - 2 of said Zig Zag lode claim, also line 4 - 1 of Survey No. 1897, the Clan Campbell lode claim, at south thirty degrees east one hundred thirty-three and thirty-five hundredths feet from corners Nos. 1; and from corner No. 1 of said Zig Zag lode claim, corner No. 4 bears south sixty degrees west six hundred feet distant; one thousand three hundred thirty-nine and fifty-nine hundredths feet intersect line 3 - 4 of the Lillia D. lode claim, unsurveyed, at south forty-nine degrees forty-two minutes east

three hundred ninety and nine hundredths feet from corner No. 3; one thousand five hundred feet to corner No. 3, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 3 - Ma20619, in mound of stone;

Thence, third course, north forty-four degrees fifty minutes west one and nine tenths feet intersect line 1 - 2 of said Survey No. 1897, at north sixty degrees east two hundred nine and ninety-eight hundredths feet from corner No. 1; three hundred twelve feet to a point from which discovery cut bears south twenty-eight degrees west one hundred ninety feet distant; three hundred fifty-seven and twenty-one hundredths feet intersect line 2 - 3 of said Lillia D. lode claim, at north forty degrees eighteen minutes east one hundred eighty-seven and four hundredths feet from corner No. 3; four hundred twenty-three and thirty-six hundredths feet intersect line 3 - 4 of said Madam De Farge lode claim; six hundred twenty-four feet to corner No. 4, identical with corner No. 3 of said Marvin lode claim;

Thence, fourth course, south twenty-eight degrees west two hundred fourteen and fifty-three hundredths feet intersect line 3 - 4 of said Madam De Farge lode claim; one thousand two hundred eighty-eight and thirteen hundredths feet intersect line 6 - 7 of said Survey No. 410, at north seventy-eight degrees west three hundred seventy-nine and sixty-eight hundredths feet from corner No. 6; one thousand five hundred feet to corner No. 1, the place of beginning; the survey of the lode claim, as above described, extending one thousand five hundred feet in length along said Martha vein or lode;—expressly excepting and excluding from these presents all that portion of the ground hereinbefore described, embraced in said mining claims or Surveys Nos. 410, 1518, and



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1897; said E.R.G. and H.B. lode claims, Survey No. 7013; said Big Strike and De-ver lode claims, Survey No. 7601; said Lillia D., Madam De Ferge, and Zig Zag lode claims, unsurveyed, and said U. S. Forest Service Tract, and also all veins, lodes, and ledges, throughout their entire depth, the tops or apexes of which lie inside of such excluded ground; the premises herein granted, containing twenty-four acres and three hundred sixty-two thousandths of an acre.

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NOW KNOW YE, That there is therefore, pursuant to the laws aforesaid, hereby granted by the United States unto the said  
**The St. Louis Smelting and Refining Company**

the said mining premises hereinbefore described, and not expressly excepted from these presents, and all that portion of the said vein <sup>or</sup>, lode <sup>or</sup>, or ledge <sup>or</sup>, and of all other veins, lodes, and ledges throughout their entire depth, the tops or apexes of which lie inside of the surface boundary lines of said granted premises in said survey extended downward vertically, although such veins, lodes, or ledges in their downward course may so far depart from a perpendicular as to extend outside the vertical side lines of said premises: Provided, That the right of possession to such outside parts of said veins, lodes, or ledges shall be confined to such portions thereof as lie between vertical planes drawn downward through the end lines of said survey so continued in their own direction that such planes will intersect such exterior parts of said veins, lodes, or ledges: And provided further, That nothing herein contained shall authorize the grantee herein to enter upon the surface of a claim owned or possessed by another.

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said grantee above named and to **its successors** and assigns forever; subject, nevertheless, to the above-mentioned and to the following conditions and stipulations:

FIRST. That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local laws, customs, and decisions of the courts. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

SECOND. That in the absence of necessary legislation by Congress, the Legislature of **Colorado** may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to its complete development.

IN TESTIMONY WHEREOF, I, **Franklin D. Roosevelt,**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

[SEAL]

GIVEN under my hand, at the City of Washington, the **TWENTY-THIRD**  
 day of **OCTOBER** In the year of our Lord one thousand  
 nine hundred and **FOURTY-TWO** and of the Independence of the  
 United States the one hundred and **SIXTY-SEVENTH**

By the President: *Franklin D. Roosevelt*  
 By *R. W. Tally*, Secretary,

**Chief Patents Division,**

*Recorder of the General Land Office.*

**1115034**

RECORD OF PATENTS: Patent Number .....



QUITCLAIM DEED

Grantor(s) CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation, and CRYSTAL OIL COMPANY, a Louisiana corporation, whose address is 229 Milam, Street, Shreveport, Louisiana 71101, Parish of Caddo, and State of Louisiana, for the consideration of Ten Dollars and other good and valuable consideration (no actual consideration)--- Dollars, in hand paid, hereby sell(s) and quitclaim(s) to RICO PROPERTIES, LLC, a Colorado limited liability company, whose address is 11 South Glasgow Avenue, Box 220, Rico, Colorado 81332, County of Dolores, and State of Colorado, the following real property, in the County of Dolores and State of Colorado to wit:

EXEMPT DOCUMENTARY FEE  
Date SEPT 17, 1998  
EXEMPT

See Exhibit "A" attached hereto and by reference incorporated herein

also known as street and number

assessor's schedule or parcel number

with all its appurtenances

Signed this 4th day of September, 1998

CRYSTAL EXPLORATION AND  
PRODUCTION COMPANY, a  
Florida corporation

By

Jeffery A. Ballew, Vice President

CRYSTAL OIL COMPANY, a  
Louisiana corporation

By

Jeffery A. Ballew, Senior Vice President

STATE OF LOUISIANA )

PARISH OF BOSSIER )

The foregoing instrument was acknowledged before me this 4th day of September, 1998, by Jeffery A. Ballew as Vice President of Crystal Exploration and Production Company, a Florida corporation, and by Jeffery A. Ballew as Senior Vice President of Crystal Oil Company, a Louisiana corporation.

Witness my hand and official seal

My commission expires

Gloria L. Huebner  
Notary Public

NOTARY PUBLIC  
BOSSIER PARISH, LOUISIANA  
MY COMMISSION IS FOR LIFE

139874 09/17/1998 08:45A B289 P351 000  
1 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY



THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, STATE OF COLORADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TOWNSHIP, RANGE AND SECTION (ALL WITH REFERENCE TO THE N.M.P.M.), AS FOLLOWS:

TOWNSHIP 41 NORTH, RANGE 10 WEST  
SECTION 14: SW/4 NE/4  
                    NW/4 SE/4  
SECTION 35: SE/4 NW/4  
                    E/2 SW/4

TOWNSHIP 46 NORTH, RANGE 10 WEST  
SECTION 2: NE/4 NW/4  
                    E/2 SE/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at page 79.

THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, COLORADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TOWNSHIP, RANGE AND SECTION (ALL WITH REFERENCE TO THE N.M.P.M.) AS FOLLOWS:

TOWNSHIP 46 NORTH, RANGE 10 WEST  
SECTION 26: SW/4 SE/4  
SECTION 29: N/2 NE/4  
                    NE/4 NW/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at page 103.

AND

A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10 degrees West 676 feet to the Southeast corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1 degrees 11 minutes West 1052.6 feet to Northeast Corner of J.M. Acker or Winkfield claim; thence North 4 degrees 3 minutes West 100 feet to the Northwest corner, a post; thence North 87 degrees 54 minutes East 153.8 feet to a post in the center of River Street; thence South 2 degrees 6 minutes East 350 feet along the center line of River Street to a post; thence South 87 degrees 54 minutes West 30 feet to a post on the west line of River Street; thence South 2 degrees 6 minutes East 600 feet along the West line of River Street to a post; thence North 87 degrees 54 minutes East 476 feet to the Southeast Corner of Block 38; thence North 2 degrees 6 minutes West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87 degrees 54 minutes East 116 feet to the Southeast Corner of Block 10; thence North 2 degrees 6 minutes West 54 feet to a post; thence South 68 degrees 42 minutes East 486.1 feet to the place of beginning.

AND

Little Ada North Tract as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 231 at page 496 and 497 and in Book 238 at page 339.

AND

Lots 3, and 4, Block 1, Town of Rico, according to the plat filed in the office of the Clerk and Recorder,

County of Dolores,  
State of Colorado.

EXHIBIT "A"

139874 09/17/1998 08:45A B265 P351 OGD  
1 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY

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The following described property, all located within the Rico  
Townsite, Town of Dolores, State of Colorado, according to the  
plat and other documents of record in the Office of the Clerk  
and Recorder of Dolores County:

Block 1	Lots 17, 18, 19, and 20
Block 2	Lots 9, 10, 11 and 12
Block 4	Lots 39 and 40
Block 9	Lots 19, 20, 21, 22 and 23
Block 10	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40
Block 11	Part of Lots 2, 3 and 4 Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 Part of Lots 32, 33 and 34
Block 12	Lots 23, 24, 25 and 26
Block 13	Lots 12, 13, 14, 15 and 16
Block 14	Lots 21, 22, 23, 24, 25, 26, 27, 28, Lots 36, 37, 38, 39 and 40
Block 15	Lots 33 and 34
Block 25	Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14 15, 16, 17, 18, 19, 20, 35, 36, 37, 38 39 and 40
Block 28	Lots 3, 4 and the West 80' of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20
Block 30	Lots 3, 4, 5 and 6
Block 38	Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40
Block 39	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40

AND

Parcels 1 and 2, original ATLANTIC CABLE SUBDIVISION, according  
to the plat recorded in the office of the Clerk and Recorder in  
Book 238 at page 319,

AND

Tracts B, C and D as described in United States Patent for the  
Townsite of Rico, recorded December 15, 1891 in Book 17 at page  
394 in the office of the Clerk and Recorder, EXCEPT all that  
part of Tract C Conveyed in Book 57 at page 374.

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AND

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico, more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B.T. Corner 31 T.R. bears North 43 degrees 58 minutes East 45.6 feet distant; thence South 10 degrees West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51 degrees 20 minutes East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10 degrees 20 minutes East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82 degrees 45 minutes West 5 feet distant; thence South 51 degrees 20 minutes West 516.7 feet to Corner No. 1, the place of beginning,

AND

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10 degrees West 270 feet; thence North 80 degrees West 400 feet; thence North 10 degrees East 270 feet; thence South 80 degrees East 400 feet to place of beginning,

AND

A tract of land located within Townsite of Rico bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows: Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10 degrees East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southwest Corner of Tract deeded to Max Boehmer October 10, 1902; thence North 51 degrees 20 minutes East 511 feet to a point which is also the Southeast Corner Max Boehmer tract; thence North 10 degrees 20 minutes East 629.3 feet to a point which is also Corner No. 32 Amended Survey Rico Townsite; thence North 18 degrees 40 minutes West 178.3 feet to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the South boundary of Winkfield Tract (west of the Dolores River); thence South 80 degrees East 399.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1904; thence South 40 degrees 04 minutes West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 24 degrees 30 minutes East 350 feet to a point which is also the Southwest Corner Pasadena Reduction Co. tract; thence South 5 degrees 18 minutes West 801 feet to a point which is also the Northeast Corner A.E. Arms Tract; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as "Pasadena Mill Property" and "North A.E. Arms Tract"

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A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows:

Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80 degrees East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80 degrees 50 minutes East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2 degrees 10 minutes West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; thence North 80 degrees West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East Side line of Rico Graveyard; thence North 10 degrees East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0 degrees 36 minutes West 275.02 feet distant; thence North 10 degrees East 301.53 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 151.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 6 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portion conveyed in Book 253 at page 1.

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AND

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A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10 degrees West 676 feet to the Southeast corner which is also Corner No. 17 of Rico Townsite; thence West 1021.0 feet to the Southwest corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1 degrees 52 minutes West 1052.6 feet to Northeast Corner of J.M. Acker or Winkfield Claim; thence North 4 degrees 3 minutes West 100 feet to the Northwest corner, a post; thence North 07 degrees 54 minutes East 153.0 feet to a post in the center of River Street; thence South 2 degrees 6 minutes East 350 feet along the center line of River Street to a post; thence South 07 degrees 54 minutes West 30 feet to a post on the west line of River Street; thence South 2 degrees 6 minutes East 600 feet along the West line of River Street to a post; thence North 07 degrees 54 minutes East 476 feet to the Southeast Corner of Block 38; thence North 2 degrees 6 minutes West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 07 degrees 54 minutes East 116 feet to the Southeast Corner of Block 10; thence North 2 degrees 6 minutes West 54 feet to a post; thence South 60 degrees 42 minutes East 406.1 feet to the place of beginning.

AND

A tract of land referred to as "Roys Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33 degrees 31 minutes 46 seconds East 213.0 feet and Northeast Corner of Tremble Tract is North 01 degrees 11 minutes West 10.4 feet; thence North 1 degrees 52 minutes West 910.7 feet to Northeast Corner (var. 12 degrees 42 minutes East); thence South 00 degrees 8 minutes West 620.6 feet to Northwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 minutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East); thence South 27 degrees 39 minutes East 705.0 feet to Southwest Corner; thence South 01 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

AND

A tract of land located within Townsite of Rico bounded as follows:

On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 20; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed, EXCEPT all that portion conveyed in Deed recorded in Book 197 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.

AND

A tract of land located within Townsite of Rico bounded as follows:

On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also described as R.G.S. Tract South



A tract of land located within Townsite of Rico described as follows:

A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.

AND

The abandoned Rio Grande Southern Railroad Right-of-way extending through the Townsite of Rico.

AND

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

Little Ada Tract North, as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

Little Ada Tract South, as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10 degrees West 1130 feet from Corner No. 31; thence South 10 degrees West 240 feet to a point; thence South 80 degrees East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8 degrees 30 minutes East 240.1 feet to a point; thence North 80 degrees West 724 feet to the place of beginning.

AND

A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 27 (var. 13 degrees 45 minutes East), whence Northeast Corner of same is North 1 degree 55 minutes West; thence South 37 degrees 50 minutes 37 seconds West 222.2 feet to Northeast Corner of tract being conveyed; thence South 4 degrees 3 minutes East 688 feet to Southeast Corner; thence North 81 degrees 11 minutes West 253 feet to Southwest Corner; thence North 4 degrees 3 minutes West 688 feet to Northwest Corner; thence South 81 degrees 11 minutes East 253 feet to Northeast Corner, the place of beginning.

AND

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as

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follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5 degrees 49 minutes East 866 feet; thence North 88 degrees 11 minutes West 253 feet to Corner No. 2; thence North 27 degrees 17 minutes West 481 feet to Corner No. 3; thence South 22 degrees 12 minutes East 462.1 feet to Corner No. 4; thence South 5 degrees East 200 feet to Corner No. 5; thence South 49 degrees 10 minutes West 451 feet to Corner No. 6; thence South 80 degrees East 652 feet to Corner No. 7; thence North 1 degree 52 minutes West 600 feet to Corner No. 1, the place of beginning, all lying East of the Dolores River.

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CLAIMS LOCATED IN THE RICO MINING DISTRICT (A) TO KNOWN AS THE  
PIONEER MINING DISTRICT) DOLORES COUNTY, STATE OF COLORADO, THE  
UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL  
SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN  
THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF  
DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
BED ROCK	28253	8030
CHESTNUT	6580	435
COLUMBIA MILLSITE	10202	365B
ELLIOTT MILLSITE	9764	1536B
EVENING CALL	29041	8029
FRANKLIN	7366	564
GOLDEN FLEECE	14294	2261
HILLSIDE	23559	7994
HILLSIDE NO 2	23559	7994
ISABELLE	12321	2039
LUCY	12933	1456
NEW YEAR	15070	1538
TELEGRAPH	7457	780
W. L. STEPHENS	22919	7017
A.B.G.	20305	6726
AETNA	11399	1956
AETNA	21734	6796
IMP	21734	6796
SAW TOOTH	21734	6796
UTE	21734	6796
ALTA (75% INTEREST)	19105	6191

APEX	29042	11583A
CASHIER	37034	15233
WORLDS FAIR	37034	15233
ASPEN	26020	6512
LAST CHANCE	26020	6512
ATLANTIC CABLE	8072	1136

EXCEPT all that part platted into Atlantic Cable  
Subdivision and a portion of Lots 9, 28, 31 and 32,  
Block 20, Town of Rico, and that portion conveyed  
in Book 57 at page 325.

AVALANCHE	10488	1682
AZTEC MILL SITE	10201	367B
BALD EAGLE	28874	10122
CALEDONIA	28874	10122
LITTLE JOHNNY	28874	10122
BELL	28159	5911
BIG BLUE	23558	7365
BARNUM	23558	7365
BIG STRIKE	23428	7601
DENVER	23428	7601
INDEPENDENT	23428	7601
BLACK CHIEF	10485	1649
BLACK CLOUD	24538	8098
PEWTER DOLLAR	24538	8098
BLACK GEORGE	14477	2485
BLACK NIGHT	26510	8135
BRITTLE SILVER	36682	7458
BUCKEYE & MAC	24156	7894

Described as: Beginning at Corner No. 1 of the Buckeye  
Lode, which corner is common with Corner No. 1 of the Mac Lode,  
whence the West Quarter Corner of Section 23, Township 40 North,  
Range 11 West, N.M.P.M., bears North 54 degrees 48 minutes West  
1784.2 feet; thence North 45 degrees East 300.0 feet to Corner  
No. 2 of the Buckeye Lode; thence South 45 degrees East 248.58  
feet to the 1/6 Southeast corner of the Buckeye Lode; thence  
South 45 degrees West 300.00 feet to the Southwest Corner of the  
Buckeye Lode, which corner is common with the 1/6 Southeast  
Corner of the Mac Lode; thence South 45 degrees West 300.0 feet  
to the 1/6 Southwest Corner of the Mac Lode; thence North 45  
degrees West 248.58 feet to Corner No. 4 of the Mac Lode; thence  
North 45 degrees East 300.0 feet to Corner No. 1 of the Mac  
Lode, the point of beginning.

BUEHLER	1178032	20738
BULLION	23279	7599
BURCHARD	27326	8070
HARDSCRABBLE	27326	8070
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 INTEREST)	9213	1040
C.S.H.H.	19757	6286

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STATE OF COLORADO  
DOLORES COUNTY  
Assessed Owner:  
RICO PROPERTIES L.L.C.  
P.O. BOX 924  
DOLORES CO 81323

CERTIFICATE OF TAXES DUE  
Thru Tax Year 2009

Certificate No 155  
Printed 09/28/2010

SCHEDULE NUMBER 504724300027 M  
TAX DISTRICT 109  
ROLL PAGE 1243

† THIS IS VACANT LAND †

Ordered by: Colorado Land Title 21000675

===== N O T I C E =====  
I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	\$/THOUS	TAX	Acres:		
SCHOOL DIST RE-2J	18.994	67.09	24.36		
DOLORES COUNTY	20.013	98.95		2009 TAX AMT	184.30
RICO FIRE PROTECTION	4.968	17.55		2009 TAX PD	184.30-
S & WATER CONS	.200	.71			
TOTALS	52.175	184.30			

LEGAL DESCRIPTION OF PROPERTY:  
31-5047-243-00-027 FROM: RICO DEVELOPMENT  
MARTHA N.S. 20619 100% INTEREST  
MERVIN PAT. #1115034 24,25-40-11 B-193 P-324  
B-238 P-323 B-246 P-445 B-350 P-252(LIS PENS)  
B-378 P-2(SA) B-382 P-271 (REL LIS PENS)

TAXES HAVE BEEN PAID IN FULL

Total Now Due \$0.00

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office,  
this 28TH day of SEPTEMBER A.D. 2010

JANIE STIASNY  
DOLORES COUNTY TREASURER

BY: My Deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.



Pueblo 058327

# The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, in pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there have been deposited in the General Land Office of the United States the Plat and Field Notes of Survey and the Certificate of the Register of the Land Office at Pueblo, Colorado, accompanied by other evidence whereby it appears that The St. Louis Smelting and Refining Company

has entered and paid for the Mervin and Martha lode mining claims

designated as Survey No. 20619, embracing a portion of Sections twenty-four, twenty-five, and twenty-six in Township forty north of Range eleven west of the New Mexico Principal Meridian, in the Pioneer Mining District, Dolores County, Colorado,

and bounded, described, and platted as follows: Beginning for the description of the Mervin lode claim, at corner No. 1, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 1 - Me20619, in mound of earth and stone, from which the southwest section corner of Section twenty-four in Township forty north of Range eleven west of the New Mexico Principal Meridian, bears north twelve degrees five minutes twenty-seven seconds east three hundred thirty-two and fourteen hundredths feet distant;

Thence, first course, south forty-four degrees fifty minutes east eighty-three and eighty-two hundredths feet intersect line 9 - 1, an east line, of U. S. Forest Service Tract; two hundred fifty-five and sixty-three hundredths feet intersect line 6 - 7 of Survey No. 410, the Homestake and Little Cora Consolidated placer claim; six hundred twenty-

RECORD OF PATENTS: Patent Number

1115034

U. S. GOVERNMENT PRINTING OFFICE 0-7432

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seven and ninety-seven hundredths feet to corner No. 2, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 2 - Me1 - Ma20619, in mound of earth and stone;

Thence, second course, north twenty-eight degrees east two hundred eleven and eighty-seven hundredths feet intersect line 6 - 7 of said Survey No. 410; one thousand two hundred eighty-five and forty-seven hundredths feet intersect line 3 - 4 of the Madam De Farge lode claim, unsurveyed at north seventy-eight degrees fifty-nine minutes east six hundred nineteen and ninety-one hundredths feet from corner No. 4; one thousand five hundred feet to corner No. 3, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 3- Me4 - Ma, 20619, in mound of earth and stone;

Thence, third course, north forty-four degrees fifty minutes west one hundred sixty and forty-nine hundredths feet intersect line 1 - 2 of said Madam De Farge lode claim; three hundred thirteen and nine hundred eighty-five thousandths feet to a point from which discovery shaft bears south twenty-eight degrees west one hundred feet distant; three hundred seventy-one and ninety-six hundredths feet intersect line 5 - 9 of the E.R.G. lode claim, Survey No. 7013, at north seventy-seven degrees forty-one minutes east two hundred twenty and fifty-six hundredths feet from corner No. 5; six hundred twenty-seven and ninety-seven hundredths feet to corner No. 4, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 4 - Me 20619, in mound of earth and stone;

Thence, fourth course, south twenty-eight degrees west one hundred twenty-seven and ninety-eight hundredths feet intersect line 5 - 6 of said E.R.G. lode claim, also line 3 - 4 of the H. B. lode claim, Survey No. 7013, at north twelve degrees fifteen minutes west one hundred eighteen



and three-tenths feet from corners Nos. 5 and 4, respectively; two hundred eighty-two and ninety-seven hundredths feet intersect line 4 - 1 of said H. B. lode claim, at south seventy-seven degrees forty-five minutes west one hundred and fifteen hundredths feet from corner No. 4; four hundred ninety-nine and eighty-nine hundredths feet intersect line 1 - 2 of said Madam De Farge lode claim; five hundred ninety-two and thirty-six hundredths feet intersect line 3 - 4 of Survey No. 1518, the Dolores Park Mill Site claim, at north fifteen degrees forty-two minutes west eighty-two and fifty-seven hundredths feet from corner No. 4; six hundred forty-four and nine hundredths feet intersect line 4 - 1 of said Madam De Farge lode claim, at north eleven degrees one minute west one hundred eighty-seven and ninety-six hundredths feet from corner No. 4; six hundred eighty-two and eighty-four hundredths feet intersect line 4 - 5 of said Survey No. 1518, at south eighty-nine degrees thirty-nine minutes west sixty-four and eighty-two hundredths feet from corner No. 4; one thousand two hundred ninety-two and fifty-nine hundredths feet intersect said line 9 - 1 of the U. S. Forest Service Tract; one thousand five hundred feet to corner No. 1, the place of beginning; the survey of the lode claim, as above described, extending one thousand five hundred feet in length along said Marvin vein or lode;

Beginning, for the description of the Martha lode claim, at corner No. 1, identical with corner No. 2 of said Marvin lode claim, from which said section corner bears north twenty-five degrees fifty-one minutes fifteen seconds west eight hundred fifty-five and seventy-six hundredths feet distant;

Thence, first course, south forty-four degrees fifty minutes east four hundred sixty-two and seventy-seven hundredths feet intersect line 5-6 of said Survey No. 410, at south eighteen degrees twenty minutes west four hundred fifty-nine and sixty-four hundredths feet from corner No. 6; five

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hundred thirty-five and nine hundredths feet intersect line 2 - 3 of the Denver lode claim, Survey No. 7601, at south twenty degrees thirty-eight minutes west two hundred seventy-nine and ninety-two hundredths feet from corner No. 3; five hundred eighty-one and forty-seven hundredths feet intersect line 1 - 2 of said Denver lode claim, also line 1 - 2, a north side line, of the Big Strike lode claim, Survey No. 7601; six hundred twenty-four feet to corner No. 2, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 2 - Ma20619, in mound of earth and stone;

Thence, second course, north twenty-eight degrees east seventeen and sixty-six hundredths feet intersect line 1 - 2 of said Denver lode claim, also said line 1 - 2 of the Big Strike lode claim; three hundred nineteen and five hundredths feet intersect line 3 - 4 of said Denver lode claim, at south sixty-nine degrees ten minutes east one hundred twenty-one and seventy-seven hundredths feet from corner No. 3; five hundred forty-four and thirty-one hundredths feet intersect line 3 - 4 of the Zig Zag lode claim, unsurveyed, at south thirty degrees east five hundred eight and thirty-two hundredths feet from corner No. 4; one thousand two hundred fifty-one and eighty-three hundredths feet intersect line 1 - 2 of said Zig Zag lode claim, also line 4 - 1 of Survey No. 1897, the Clan Campbell lode claim, at south thirty degrees east one hundred thirty-three and thirty-five hundredths feet from corners Nos. 1; and from corner No. 1 of said Zig Zag lode claim, corner No. 4 bears south sixty degrees west six hundred feet distant; one thousand three hundred thirty-nine and fifty-nine hundredths feet intersect line 3 - 4 of the Lillia D. lode claim, unsurveyed, at south forty-nine degrees forty-two minutes east



three hundred ninety and nine hundredths feet from corner No. 3; one thousand five hundred feet to corner No. 3, an iron pipe two inches in diameter, three feet long, with brass cap on top marked 3 - Ma20619, in mound of stone;

Thence, third course, north forty-four degrees fifty minutes west one and nine tenths feet intersect line 1 - 2 of said Survey No. 1897, at north sixty degrees east two hundred nine and ninety-eight hundredths feet from corner No. 1; three hundred twelve feet to a point from which discovery cut bears south twenty-eight degrees west one hundred ninety feet distant; three hundred fifty-seven and twenty-one hundredths feet intersect line 2 - 3 of said Lillia D. lode claim, at north forty degrees eighteen minutes east one hundred eighty-seven and four hundredths feet from corner No. 3; four hundred twenty-three and thirty-six hundredths feet intersect line 3 - 4 of said Madam De Farge lode claim; six hundred twenty-four feet to corner No. 4, identical with corner No. 3 of said Marvin lode claim;

Thence, fourth course, south twenty-eight degrees west two hundred fourteen and fifty-three hundredths feet intersect line 3 - 4 of said Madam De Farge lode claim; one thousand two hundred eighty-eight and thirteen hundredths feet intersect line 6 - 7 of said Survey No. 410, at north seventy-eight degrees west three hundred seventy-nine and sixty-eight hundredths feet from corner No. 6; one thousand five hundred feet to corner No. 1, the place of beginning; the survey of the lode claim, as above described, extending one thousand five hundred feet in length along said Martha vein or lode;—expressly excepting and excluding from these presents all that portion of the ground hereinbefore described, embraced in said mining claims or Surveys Nos. 410, 1518, and

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1897; said E.R.G. and H.B. lode claims, Survey No. 7013; said Big Strike and De-ver lode claims, Survey No. 7601; said Lillia D., Madam De Forge, and Zig Zag lode claims, unsurveyed, and said U. S. Forest Service Tract, and also all veins, lodes, and ledges, throughout their entire depth, the tops or apexes of which lie inside of such excluded ground; the premises herein granted, containing twenty-four acres and three hundred sixty-two thousandths of an acre.



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NOW KNOW YE, That there is therefore, pursuant to the laws aforesaid, hereby granted by the United States unto the said  
**The St. Louis Smelting and Refining Company**

the said mining premises hereinbefore described, and not expressly excepted from these presents, and all that portion of the said vein <sup>or</sup>, lode <sup>or</sup>, or ledge <sup>or</sup>, and of all other veins, lodes, and ledges throughout their entire depth, the tops or apexes of which lie inside of the surface boundary lines of said granted premises in said survey extended downward vertically, although such veins, lodes, or ledges in their downward course may so far depart from a perpendicular as to extend outside the vertical side lines of said premises: Provided, That the right of possession to such outside parts of said veins, lodes, or ledges shall be confined to such portions thereof as lie between vertical planes drawn downward through the end lines of said survey so continued in their own direction that such planes will intersect such exterior parts of said veins, lodes, or ledges: And provided further, That nothing herein contained shall authorize the grantee herein to enter upon the surface of a claim owned or possessed by another.

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said grantee above named and to **its successors** and assigns forever; subject, nevertheless, to the above-mentioned and to the following conditions and stipulations:

FIRST. That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local laws, customs, and decisions of the courts. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

SECOND. That in the absence of necessary legislation by Congress, the Legislature of **Colorado** may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to its complete development.

IN TESTIMONY WHEREOF, I, **Franklin D. Roosevelt,**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

[SEAL]

GIVEN under my hand, at the City of Washington, the **TWENTY-THIRD**  
 day of **OCTOBER** In the year of our Lord one thousand  
 nine hundred and **FOURTY-TWO** and of the Independence of the  
 United States the one hundred and **SIXTY-SEVENTH**

By the President: *Franklin D. Roosevelt*  
 By *R. W. Tally*, Secretary,

**Chief Patents Division,**

*Recorder of the General Land Office.*

**1115034**

RECORD OF PATENTS: Patent Number .....